

County of Los Angeles
DEPARTMENT OF PUBLIC SOCIAL SERVICES

12860 CROSSROADS PARKWAY SOUTH • CITY OF INDUSTRY, CALIFORNIA 91746
Tel (562) 908-8400 • Fax (562) 908-0459



PHILIP L. BROWNING
Director

SHERYL L. SPILLER
Chief Deputy



Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

May 29, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**RECOMMENDATION TO AWARD A CONTRACT TO
QTC MEDICAL GROUP, INC., TO PROVIDE GENERAL RELIEF
EMPLOYABILITY SCREENING SERVICES
(ALL DISTRICTS – 3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that services performed under this contract can be performed more economically by Contractor than by County employees.
2. Approve and instruct the Chairman to sign the enclosed contract with QTC Medical Group, Inc., a private for-profit organization, for the provision of General Relief (GR) Employability Screening Services for the Department of Public Social Services (DPSS), effective July 1, 2007 through June 30, 2010, at a three-year estimated cost of \$7,727,682. The estimated annual cost is \$2,575,894. The contract cost is funded 100% with Net County Cost (NCC).
3. Delegate authority to the Director of DPSS to exercise the two (2) options to extend the term of the contract past June 30, 2010. Each option would extend the term of the contract for an additional one-year period.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The contract with QTC Medical Group, Inc. will provide Employability Screening Services for GR applicants/participants. Employability Screening Services are needed to determine a GR applicant's/participant's medical ability to work. The need for such services will remain constant as long as the determination of employability continues to be a condition of eligibility for GR. These services are currently provided through contracts with QTC Medical Group, Inc., and South Atlantic Medical Group, Inc., which will expire on June 30, 2007.

Implementation of Strategic Plan Goals

Contracting out for Employability Screening Services is consistent with the principles of the Countywide Strategic Plan's Goals #1, Service Excellence, Strategy #1, to develop user-friendly service standards and Strategy #2 to implement seamless service delivery systems. These services are provided at no cost to the participant.

FISCAL IMPACT/FINANCING

The contract provides for a fixed unit cost per screening, per region, for the three-year contract term, with no cost-of-living increase. Based on the projected number of screenings that will be performed by the contractor, the cost of services for the three-year period is estimated at \$7,727,682. The estimated annual cost of \$2,575,894 is included in the FY 2007-08 Proposed Budget. Funding for future years will be included in the Department's annual budget requests. These services will be financed by 100% County funds.

This is a Proposition A contract. According to the County cost analysis provided by the Department of Health Services (DHS), the cost for DHS staff to perform these services is estimated at \$17,138,329 for the three-year period (Attachment). When compared against the County cost analysis provided by DHS, the Department has determined that it would be more economical for the Employability Screening Services to be provided through a contract, rather than by County employees. Based on DHS' estimated costs and DPSS' workload estimate, the contract would result in a savings of \$9,410,647 for the three-year period. The Auditor-Controller has reviewed the cost comparison and concurs that the contract is cost-effective. The cost of the services is included in the Department's FY 2007-08 Proposed Budget. GR is a County program with no State or federal subvention. The contract costs for employability screenings are borne entirely by the County.

FACTS AND PROVISIONAL/LEGAL REQUIREMENTS

If approved, the County would have a contractual relationship with QTC Medical Group, Inc. for the provision of GR employability screening services. The basic term of the contract is three years and the County would also have two options to extend the contract, each for an additional one-year period. Were both of those options exercised, the contract would expire on June 30, 2012.

GR is a County program mandated by the State of California Welfare and Institutions Code section 17000, et. seq., which requires counties to provide relief and support to indigent persons not eligible for assistance under State or federal categorical aid programs.

Section 2.102.120 of the Los Angeles County Code requires employable GR applicants and participants to participate in an employment program as a condition of eligibility for GR. Refusal or failure to comply with that requirement, without good cause, renders an employable participant ineligible for GR. An employable participant who states that he or she is unable to participate in the mandatory employment program due to a physical and/or mental illness or disability and is unable to participate in mandated work-related activities is required to obtain a physician's statement from the contracted provider, DHS or Veteran's Administration (VA), supporting his or her incapacity. All applicants and participants stating they are physically disabled are referred to the contractor for an employability screening to determine their ability to work. The County Department of Mental Health performs evaluations for applicants and participants who need documentation of unemployability due to mental disabilities.

The award of this contract will not result in unauthorized disclosure of confidential information and will be in full compliance with applicable federal, State, and County laws. There is no employee impact as a result of the contract since services are currently being provided by contractors.

The County may terminate this contract for convenience with ten (10) days prior written notice. The contract also contains a provision that limits the County's obligation if funding is not appropriated by the Board of Supervisors for each year of the contract.

The contract includes the provision for the contractor to first consider hiring County employees targeted for layoff or qualified former County employees who are on a re-employment list during the term of the contract when filling future vacancies. The contract also requires that the contractor consider hiring participants of the Greater Avenues for Independence (GAIN) and General Relief Opportunities for Work (GROW) programs.

The contract has been approved as to form by County Counsel.

CONTRACTING PROCESS

Employability Screening Services were solicited through a competitive process in accordance with Los Angeles County Code section 2.121. On January 29, 2007, DPSS released a Request for Proposals (RFP).

DPSS advertised the solicitation by mailing interest letters to 540 potential bidders, including firms listed in the "County of Los Angeles Directory of Minority and Women-Owned Businesses." The Department also placed advertisements in thirteen newspapers, including publications targeting minority communities. Additionally, the RFP was posted on the Los Angeles County Bid website and DPSS website.

In response to the January 29, 2007 RFP, the Department received four proposals and all met minimum mandatory requirements. The four proposals were evaluated on their merits and QTC Medical Group, Inc., one of the current contractors, ranked the highest.

The State Department of Labor provided information on labor violations on two of the proposers, one of which was QTC Medical Group, Inc. The complaint was resolved in favor of the employer (QTC Medical Group, Inc.). The County's Labor Law/Payroll Violation Assessment Team determined that the complaint did not warrant any point deduction of the score.

Two of the Proposers requested Debriefing meetings. Further, Lemus Medical Center, requested a tier-two level of review. South Atlantic Medical Group, Inc. submitted a letter to the First District requesting reconsideration of the award.

The Department has evaluated and determined that QTC Medical Group, Inc. fully complies with the requirements of the Living Wage Program (County Code Chapter 2.201) and agrees to pay their full-time employees providing County services a living wage.

Honorable Board of Supervisors
May 29, 2007
Page 5

The Department has advised QTC Medical Group, Inc. of the Jury Service Program (County Code Chapter 2.203.020 through 2.203.090) and the contractor agrees to fully comply with the requirements, providing their full-time employees no less than five days of regular pay for actual jury service on an annual basis.

IMPACT ON CURRENT SERVICES

The award of this contract will not infringe on the role of the County in its relationship to its residents, and the County's ability to respond to emergencies will not be impaired. There is no change in risk exposure to the County.

CONCLUSION

Upon Board approval, the Executive Officer, Board of Supervisors, is requested to return one (1) adopted, stamped Board Letter and four (4) original-signature copies of each contract to DPSS.

Respectfully submitted,



Philip L. Browning
Director

Enclosures

c: Executive Officer, Board of Supervisors
 Chief Administrative Officer
 County Counsel
 Auditor-Controller
 Department of Health Services

**PROPOSITION A CONTRACTING
COMPARISON OF ESTIMATED AVOIDABLE COSTS
TO THE COST OF CONTRACTING EMPLOYABILITY SCREENINGS
(JULY 1, 2007 THROUGH JUNE 30, 2010)**

COUNTY COSTS

Direct Costs

- | | |
|-------------------------------|--------------|
| • Salaries | \$11,785,053 |
| • Employee Benefits | \$ 3,366,990 |
| • Supplies, Equipment, Leases | \$ 1,986,286 |

TOTAL:	\$17,138,329
--------	--------------

CONTRACT COSTS

Direct Costs

- | | |
|--------------------------|--------------|
| • QTC Medical Group Inc. | \$ 7,727,682 |
|--------------------------|--------------|

ESTIMATED COUNTY COST SAVINGS:	\$ 9,410,647
---------------------------------------	---------------------



**EMPLOYABILITY SCREENING SERVICES
FOR GENERAL RELIEF
APPLICANTS/PARTICIPANTS**

***CONTRACT
BY AND BETWEEN***

COUNTY OF LOS ANGELES

AND

QTC MEDICAL GROUP, INC.

*General Relief and Food Stamp Division
12820 Crossroads Parkway South
City of Industry, CA 91746
July 2007*

TABLE OF CONTENTS

RECITALS	5
I. APPLICABLE DOCUMENTS.....	6
II. DEFINITIONS	7
III. WORK.....	7
IV. TERM OF CONTRACT	8
V. CONTRACT PAYMENT.....	8
VI. ADMINISTRATION OF CONTRACT-COUNTY	10
VII. ADMINISTRATION OF CONTRACT-CONTRACTOR	11
VIII. STANDARD TERMS AND CONDITIONS	
1.0 AMENDMENTS.....	12
2.0 ASSIGNMENT AND DELEGATION	13
3.0 AUTHORIZATION WARRANTY	14
4.0 BUDGET REDUCTIONS	14
5.0 COMPLAINTS	14
6.0 COMPLIANCE WITH APPLICABLE LAW	15
7.0 COMPLIANCE WITH CIVIL RIGHTS LAWS	15
8.0 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM	15
9.0 CONFLICT OF INTEREST	17
10.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR E-EMPLOYMENT LIST	17
11.0 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS	18
12.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT.....	18
13.0 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW	20
14.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	21
15.0 COUNTY'S QUALITY ASSURANCE PLAN	21
16.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS.....	21
17.0 EMPLOYMENT ELIGIBILITY VERIFICATION	22
18.0 FACSIMILE REPRESENTATIONS.....	22
19.0 FAIR LABOR STANDARDS	22
20.0 GOVERNING LAW, JURISDICTION, AND VENUE	22
21.0 INDEPENDENT CONTRACTOR STATUS	23
22.0 INDEMNIFICATION.....	23

23.0	GENERAL INSURANCE REQUIREMENTS.....	23
24.0	INSURANCE COVERAGE REQUIREMENTS	25
25.0	LIQUIDATED DAMAGES.....	27
26.0	MOST FAVORED PUBLIC ENTITY	28
27.0	NONDISCRIMINATION AND AFFIRMATIVE ACTION	28
28.0	NON EXCLUSIVITY	29
29.0	NOTICE OF DELAYS	29
30.0	NOTICE OF DISPUTES	29
31.0	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNEDINCOME CREDIT	30
32.0	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW.....	30
33.0	NOTICES	30
34.0	PROHIBITION AGAINST INDUCEMENT OR PERSUASION	30
35.0	PUBLIC RECORDS ACT	30
36.0	PUBLICITY	31
37.0	RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT	31
38.0	RECYCLED BOND PAPER.....	33
39.0	SUBCONTRACTING	33
40.0	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM.....	34
41.0	TERMINATION FOR CONVENIENCE.....	35
42.0	TERMINATION FOR DEFAULT	35
43.0	TERMINATION FOR IMPROPER CONSIDERATION	37
44.0	TERMINATION FOR INSOLVENCY	37
45.0	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE	38
46.0	TERMINATION FOR NON-APPROPRIATION OF FUNDS.....	38
47.0	VALIDITY	38
48.0	WAIVER.....	38
49.0	WARRANTY AGAINST CONTINGENT FEES	38
50.0	COMPLIANCE WITH COUNTY’S LIVING WAGE PROGRAM.....	39
51.0	CONTRACTOR’S OBLIGATION AS A “BUSINESS ASSOCIATE” UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT OF 1966 (HIPPA).....	46
52.0	LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM.....	46
53.0	OWNERSHIP OF MATERIAL, SOFTWARE AND COPYRIGHT	47
54.0	PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION.....	48
55.0	CONTRACTOR’S CHARITABLE ACTIVITIES COMPLIANCE	49

SIGNATURES	50
------------------	----

ATTACHMENTS

A.	STATEMENT OF WORK AND TECHNICAL EXHIBITS.....	51
B.	CONTRACTOR'S BUDGET SHEET AND EMPLOYEE BENEFITS	90
C.	CERTIFICATION OF INDEPENDENT PRICE DETERMINATION & ACKNOWLEDGEMENT OF RFP RESTRICTIONS	93
D.	CERTIFICATION OF NO CONFLICT OF INTEREST.....	95
E.	FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION	97
F.	CONTRACTOR'S EEO CERTIFICATION.....	99
G.	CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT.....	101
H.	ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS	105
I.	COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM.....	107
J.	JURY SERVICE ORDINANCE.....	109
K.	SAFELY SURRENDERED BABY LAW	113
L.	INTERNAL REVENUE SERVICE NOTICE 1015.....	119
M.	LIVING WAGE ORDINANCE.....	121
N.	CONTRACTOR LIVING WAGE DECLARATION	127
O.	MODEL STAFFING PLAN	129
P.	CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT OF 1996 (HIPAA)	131
Q.	CHARITABLE CONTRIBUTIONS CERTIFICATION	138
R.	COUNTY'S ADMINISTRATION	140
S.	CONTRACTOR'S ADMINISTRATION	142
T.	LOS ANGELES COUNTY CODE	144

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
QTC MEDICAL GROUP, INC.
FOR
EMPLOYABILITY SCREENING SERVICES FOR
GENERAL RELIEF APPLICANTS/PARTICIPANTS**

This Contract and Attachments made and entered into this ____ day of _____, 2007, by and between the County of Los Angeles, hereinafter referred to as County, and QTC Medical Group, Inc., hereinafter referred to as Contractor, to provide Employability Screening Services to General Relief applicants/participants.

RECITALS

WHEREAS, the County may contract with private businesses for General Relief Employability Screening Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Employability Screening Services; and

WHEREAS, pursuant to the provisions of Section 17000 et seq. of the California Welfare and Institutions Code (hereafter W&IC), County provides aid to indigents under County's General Relief (hereafter GR) program; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract Employability Screening Services; and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

I. APPLICABLE DOCUMENTS

Attachments A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S and T are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Attachments, or between Attachments, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Attachments according to the following priority.

- A. Statement of Work and Technical Exhibits
- B. Contractor's Budget Sheet and Employee Benefits
- C. Certification of Independent Price Determination & Acknowledgement of RFP Restrictions
- D. Certification of No Conflict of Interest
- E. Familiarity with the County Lobbyist Ordinance Certification
- F. Contractor's EEO Certification
- G. Contractor Employee Acknowledgement and Confidentiality Agreement
- H. Attestation of Willingness to Consider GAIN/GROW Participants
- I. County of Los Angeles Contractor Employee Jury Service Program
- J. Jury Service Ordinance
- K. Safely Surrendered Baby Law
- L. Internal Revenue Service Notice 1015
- M. Living Wage Ordinance
- N. Contractor Living Wage Declaration
- O. Model Staffing Plan
- P. Contractor's Obligations as a "Business Associate" Under the Health Insurance Portability & Accountability Act of 1996 (HIPPA)
- Q. Charitable Contributions Certification
- R. County's Administration
- S. Contractor's Administration
- T. Los Angeles County Code

This Contract and the Attachments hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Section VIII, Sub-paragraph 1.0 Amendments, and signed by both parties.

II. DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

1. **Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Attachment A.
2. **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.
3. **Contract Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
4. **County Contract Manager:** County person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services, and other work provided by the Contractor.
5. **County Contract Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Contract Manager.
6. **Day(s):** Calendar day(s) unless otherwise specified.
7. **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

III. WORK

1. Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete, and deliver on time, all tasks, deliverables, services, and other work as set forth in herein.
2. If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.
3. Time is of the essence with regard to the Contractor's performance of the work under this contract.

IV. TERM OF CONTRACT

1. This Contract shall take effect July 1, 2007, or when executed by the County's Board of Supervisors, whichever date shall occur last. The basic term of this Contract shall be for a period of thirty-six months, and shall end on June 30, 2010, unless sooner terminated, in whole or in part, as provided in this Contract.
2. The County shall have the sole option to extend the Contract term for up to two (2) additional one-year periods, for a maximum total Contract term of five (5) years. Each such option to extend the Contract term shall be exercised at the sole discretion of the Director, Department of Public Social Services or his/her designee.
3. The Contractor shall notify County Department of Public Social Services when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to Department of Public Social Services at the address herein provided in Attachment R, *County's Administration*.

V. CONTRACT PAYMENT

1. The Maximum Contract Sum, which shall be the total amount payable to the Contractor for services adequately rendered during the three-year basic contract term shall not exceed seven million, seven hundred twenty-seven thousand, six hundred eight-two dollars (\$7,727,682.00).
2. Contractor shall provide Employability Screening Services to General Relief (GR) applicants/participants referred by County as provided for under Attachment A, Statement of Work, Specific Tasks.
3. County shall pay Contractor for each completed employability screening performed. County shall pay Contractor a firm, fixed rate per GR employability screening, per contract region during the term of this Contract as follows:

REGION	I	II	III	IV	V	VI	VII	VIII
COST PER SCREENING	\$37.32	\$36.43	\$36.43	\$36.43	\$37.32	\$37.32	\$36.43	\$53.03

4. Invoices and Payments

Payment to the Contractor will be made in arrears on a monthly basis, at rates specified in Section V, 3. above, provided that the Contractor is not in default under any provision of the Contract and has submitted a complete and accurate statement of payment (invoice) due with documentation attached supporting the invoice due.

5. The Contractor shall submit the invoice to the CCA on a monthly basis, within fifteen (15) calendar days after the end of the month in which

services were provided. The Contractor shall not be compensated for services that cannot be validated by the County's LEADER System.

6. The County shall use the LEADER system to validate the Contractor invoices. Therefore, to ensure accurate and timely payment, it is imperative that the Contractor input data as required in Attachment A, Statement of Work.

No invoice will be approved for payment unless the following is included:

- Monthly Certification for Applicable Health Benefit Payments
- Payroll Statement of Compliance

All invoices under this Contract shall be submitted to the following address:

Los Angeles County
Department of Public Social Services
General Relief & CAPI Programs Section
12820 Crossroads Parkway South
City of Industry, CA 91746

ATTENTION: Donna Keating, County Contract Administrator

7. The County shall review and authorize payment of invoice as soon as possible after receipt of the Contractor billing. The County will make a reasonable effort to effect payment to the Contractor within thirty (30) days from receipt of an invoice which is accurate as to form and content.
8. The Contractor shall invoice and the County shall authorize payment only for screenings actually completed during the invoice month. The County shall not authorize payment for any follow-up examination that is required because of the Contractor's recommendation. For invoicing purposes, the Contractor shall clearly identify such re-screenings as *"Contractor required follow-up screening."* However, the County shall authorize payment for any re-screening which results from a referral by the County due to a change in the individual's medical condition. For invoice purposes, the Contractor shall clearly identify such re-screening as *"County referred follow-up screening."*
9. The County may delay the last payment due hereunder until six (6) months after the termination of the Contract. The Contractor shall be liable for payment on thirty (30) days written notice of any offset authorized by the Contract not deducted from any payment made by the County to the Contractor.
10. Prior to receiving final payment hereunder, the Contractor shall submit a signed written release discharging the County, its officers and employees, from all liabilities, obligations, and claims arising out of or under the Contract, except for any claims specifically described in detail in such release.

11. The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.
12. The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to County at the address herein provided in Attachment R, *County's Administration*.
13. No Payment for Services Provided Following Expiration/Termination of Contract

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

VI. ADMINISTRATION OF CONTRACT – COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following Sub-paragraphs designated in Attachment R, *County's Administration*. The County shall notify the Contractor in writing of any change in the names or addresses shown.

1. County's Project Director

Responsibilities of the County's Project Director include ensuring that the objectives of this Contract are met, and providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

2. County's Project Manager

The responsibilities of the County's Project Manager include: meetings with the Contractor's Project Manager on a regular basis; and inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

3. County's Contract Project Monitor

The County's Project Monitor is responsible for overseeing the day-to-day administration of this Contract. The Project Monitor reports to the County's Project Manager.

VII. ADMINISTRATION OF CONTRACT - CONTRACTOR

1. Contractor's Project Manager

The Contractor's Project Manager is designated in Attachment S, *Contractor's Administration*. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.

2. Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

3. Contractor's Staff Identification

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

4. Background and Security Investigations

At any time prior to or during term of this Contract, the County may require that all Contractor's staff performing work under this Contract undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

County may request that the Contractor's staff be immediately removed from working on the County Contract at any time during the term of this Contract. County will not provide to the Contractor nor to the Contractor's staff any information obtained through the County conducted background clearance.

County may immediately, at the sole discretion of the County, deny or terminate facility access to the Contractor's staff that does not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access.

Disqualification, if any, of the Contractor's staff, pursuant to this Sub-paragraph shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

5. Confidentiality

The Contractor shall maintain the confidentiality of all records obtained from the County under this Contract in accordance with all applicable Federal, State, or local laws, ordinances, regulations, and directives relating to confidentiality (W&I Code 10850 and California Department of Social Services Manual of Policies and Procedures Chapter 19-000).

The Contractor shall inform all of its officers, employees, agents, and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

The Contractor shall sign and adhere to the provisions of the "*Contractor Employee Acknowledgement and Confidentiality Agreement*," Attachment G.

The Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "*Contractor Employee Acknowledgment and Confidentiality Agreement*," Attachment G.

VIII. STANDARD TERMS AND CONDITIONS

1.0 AMENDMENTS

- 1.1 For any change that affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by the Board of Supervisors.
- 1.2 The County's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Administrative Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by Director, Department of Public Social Services or his/her designee.

- 1.3 The Director, Department of Public Social Services or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Section IV, Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by Director, Department of Public Social Services or his/her designee.

2.0 ASSIGNMENT AND DELEGATION

- 2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 2.3 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

3.0 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

4.0 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

5.0 COMPLAINTS

The Contractor shall develop, maintain, and operate procedures for receiving, investigating, and responding to complaints.

- 5.1 Within fifteen (15) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating, and responding to user complaints.
- 5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
- 5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

- 5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 5.7 Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

6.0 COMPLIANCE WITH APPLICABLE LAW

- 6.1 The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 6.2 The Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

7.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with the Title VI of the Civil Rights Act of 1964, California Department of social Services (CDS), Division 21 Regulations, and Title II of the Americans with Disabilities Act (ADA) of 1990, along with other applicable Federal and State laws to ensure that no person shall, because of race, color, national origin, political affiliation, religion, marital status, sex, age, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this Contract. This includes provisions of bilingual staff and interpreter services to ensure that limited English proficient as well as non-English speaking individuals are afforded equal and meaningful access to any project, program, or activity supported by this Contract. The Contractor shall comply with Attachment F, Contractor's EEO Certification.

8.0 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.1 Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Attachment J and incorporated by reference into and made a part of this Contract.

8.2 Written Employee Jury Service Policy

8.2.1 Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service.

8.2.2 For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

8.2.3 If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the

Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

8.2.4 Contractor's violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

9.0 CONFLICT OF INTEREST

9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Contract.

10.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

11.0 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

- 11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.
- 11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

12.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively

reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

12.4 Contractor Hearing Board

12.4.1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

12.4.2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

12.4.3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

12.4.4 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

- 12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 12.4.6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

13.0 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

14.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

- 14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
- 14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

15.0 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected, will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

16.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS

- 16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

- 16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

17.0 EMPLOYMENT ELIGIBILITY VERIFICATION

- 17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

18.0 FACSIMILE REPRESENTATIONS -- INTENTIONALLY OMITTED

19.0 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

20.0 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

21.0 INDEPENDENT CONTRACTOR STATUS

- 21.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 21.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 21.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 21.4 The Contractor shall adhere to the provisions stated in Subparagraph VII, Confidentiality.

22.0 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

23.0 GENERAL INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its Subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense.

23.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

Los Angeles County
Department of Public Social Services
12820 Crossroads Parkway South
City of Industry, CA 91746
ATTENTION: Donna Keating
County Contract Administrator

Prior to commencing services under this Contract, such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverages required in this Contract;
- Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.

Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and

Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

23.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.

23.3 Failure to Maintain Coverage: Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

23.4 Notification of Incidents, Claims or Suits: Contractor shall report to the County:

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County's Project Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.

23.5 Compensation for County Costs: In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

23.6 Insurance Coverage Requirements for Subcontractors: The Contractor shall ensure any and all Subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- The Contractor providing evidence of insurance covering the activities of Subcontractors, or
- The Contractor providing evidence submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

24.0 INSURANCE COVERAGE REQUIREMENTS

24.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

24.2 Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all “owned”, “hired” and “non-owned” vehicles, or coverage for “any auto.”

24.3 Workers’ Compensation and Employers’ Liability insurance providing workers’ compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor’s employees will be engaged in maritime employment, coverage shall provide workers’ compensation benefits as required by the U.S. Longshore and Harbor Workers’ Compensation Act, Jones Act or any other federal law for which the Contractor is responsible.

In all cases, the above insurance also shall include Employers’ Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

24.4 Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employee with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall cancellation of the Agreement.

24.5 Property Coverage: Such insurance shall be endorsed naming the County of Los Angeles as loss payee, provide deductibles of no greater than 5% of the property value, and shall include:

Personal Property: Automobiles and Mobile Equipment - Special form (“all risk”) coverage for the actual cash value of County-owned or leased property.

Real Property and All Other Personal Property - Special form (“all-risk”) coverage for the full replacement value of County- owned or leased property.

24.6 Crime Coverage: Insurance with limits in amounts not less than indicated below covering against loss of money, securities, or other property referred to in this Agreement, and naming the County as loss payee.

Employee Dishonesty:	\$ 10,000
Forgery or Alteration:	\$ 10,000
Theft, Disappearance and Destruction:	\$ 10,000
Computer Fraud:	\$ 10,000
Burglary and Robbery:	\$ 10,000

25.0 LIQUIDATED DAMAGES

- 25.1 If, in the judgment of the Department Head, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action.
- 25.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the Contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may:
- (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
 - (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is as specified in the *Performance Requirements Summary (PRS) Chart*, as defined in Attachment A, *Technical Exhibit 2*, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or
 - (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.
- 25.3 The action noted in Sub-paragraph 25.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

- 25.4 This Sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-paragraph 25.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

26.0 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

27.0 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 27.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 27.2 The Contractor shall certify to, and comply with, the provisions of Attachment F, *Contractor's EEO Certification*.
- 27.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 27.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 27.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the

benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

- 27.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 27.6 when so requested by the County.
- 27.7 If the County finds that any provisions of this Sub-paragraph 27.7 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 27.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

28.0 NON EXCLUSIVITY -- INTENTIONALLY OMITTED

29.0 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

30.0 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director, Department of Public Social Services, or designee shall resolve it.

31.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

32.0 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment J of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

33.0 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Attachment Q, *County's Administration* and Attachment R, *Contractor's Administration*. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director, Department of Public Social Services or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

34.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION -- INTENTIONALLY OMITTED

35.0 PUBLIC RECORDS ACT

35.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Sub-paragraph 37.0 Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including,

without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

- 35.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

36.0 PUBLICITY

- 36.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

- 36.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-paragraph 36.2 shall apply.

37.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years

thereafter. No portion of a case record which is necessary for collection efforts or for pending civil or criminal actions shall be destroyed until the resolution of such matters. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 37.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 37.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 37.2 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 37.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.
- 37.4 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records

relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this subparagraph relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter. No portion of a case record which is necessary for collection efforts or for pending civil or criminal actions shall be destroyed until the resolution of such matters. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

38.0 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

39.0 SUBCONTRACTING

- 39.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 39.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
- A description of the work to be performed by the Subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.

- 39.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.
- 39.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 39.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.
- 39.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees.
- 39.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 39.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to before any Subcontractor employee may perform any work hereunder:

Los Angeles County
Department of Public Social Services
12820 Crossroads Parkway South
City of Industry, CA 91746
ATTENTION: Donna Keating
County Contract Administrator

40.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 14.0, *Contractor's Warranty of Adherence to County's Child Support Compliance Program*, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be

grounds upon which the County may terminate this Contract pursuant to Paragraph 42.0, *Termination for Default* and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

41.0 TERMINATION FOR CONVENIENCE

- 41.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.
- 41.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:
- Stop work under this Contract on the date and to the extent specified in such notice, and
 - Complete performance of such part of the work as shall not have been terminated by such notice.
- 41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Sub-paragraph 37.0, *Record Retention & Inspection/Audit Settlement*.

42.0 TERMINATION FOR DEFAULT

- 42.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:
- Contractor has materially breached this Contract; or
 - Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
 - Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

- 42.2 In the event that the County terminates this Contract in whole or in part as provided in Sub-paragraph 42.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Sub-paragraph.
- 42.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 42.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph.42.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.
- 42.4 If, after the County has given notice of termination under the provisions of this Sub-paragraph.42.4, it is determined by the County that the Contractor was not in default under the provisions of this Sub-paragraph 42.4, or that the default was excusable under the provisions of Sub-paragraph.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 41.0 Termination for Convenience.
- 42.5 The rights and remedies of the County provided in this Sub-paragraph 42.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

43.0 TERMINATION FOR IMPROPER CONSIDERATION

- 43.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 43.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 349-9970.
- 43.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

44.0 TERMINATION FOR INSOLVENCY

- 44.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
 - The appointment of a Receiver or Trustee for the Contractor;
or
 - The execution by the Contractor of a general assignment for the benefit of creditors.
- 44.2 The rights and remedies of the County provided in this Subparagraph 44.2 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

45.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

46.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

47.0 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

48.0 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph.48.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

49.0 WARRANTY AGAINST CONTINGENT FEES

49.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

- 49.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

50.0 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM

50.1 Living Wage Program:

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as Attachment S, Los Angeles County Code, and incorporated by reference into and made a part of this Contract.

50.2 Payment of Living Wage Rates.

50.2.1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County, including, without limitation, "Travel Time" as defined below at subsection 5 of this Subparagraph 50.0 under the Contract:

- a. Not less than \$11.84 per hour if, in addition to the per-hour wage, the Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
- b. Not less than \$9.64 per hour if, in addition to the per-hour wage, the Contractor contributes at least \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. The Contractor will be deemed to have contributed \$2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Contract, the Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits, the Contractor shall be

required to pay its Employees the higher hourly living wage rate.

- 50.2.2 For purposes of this Sub-paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time services to the Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.
- 50.2.3. If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.
- 50.2.4. If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for an exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the Contractor continues to qualify for an exception to the Living Wage Program. Unless the Contractor satisfies this requirement

within the time frame permitted by the County, the Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

- 50.2.2 For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

50.3 Contractor's Submittal of Certified Monitoring Reports.

The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of the Contractor's current health care benefits plan, and the Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County (Attachments L and M), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

50.4 Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims.

During the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

50.5 County Auditing of Contractor Records.

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

50.6 Notifications to Employees.

The Contractor shall place County-provided living wage posters at each of the Contractor's places of business and locations where the Contractor's Employees are working. The Contractor shall also distribute County-provided notices to each of its Employees at least once per year. The Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

50.7 Enforcement and Remedies.

If the Contractor fails to comply with the requirements of this Sub-paragraph, the County shall have the rights and remedies described in this Sub-paragraph in addition to any rights and remedies provided by law or equity.

1. Remedies For Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
 - c. Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.
2. Remedies for Payment of Less Than the Required Living Wage. If the Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. Withholding Payment. If the Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
 - c. Termination. The Contractor's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.
3. Debarment. In the event the Contractor breaches a requirement of this Sub-paragraph, the County may, in its sole discretion, bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach. Generally, the period of debarment should not exceed five years. However, if circumstances warrant, the County may impose a longer period of debarment up to and including permanent debarment.

50.8 Use of Full-Time Employees.

The Contractor shall assign and use full-time Employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time Employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. The Contractor submitted with its proposal a full-time Employee staffing plan. If the Contractor changes its full-time Employee staffing plan, the Contractor shall immediately provide a copy of the new staffing plan to the County.

50.9 Contractor Retaliation Prohibited.

The Contractor and/or its employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this Sub-paragraph may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

50.10 Contractor Standards.

During the term of the Contract, the Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, the Contractor shall demonstrate to the satisfaction of the County that the Contractor is complying with this requirement.

50.11 Employee Retention Rights - INTENTIONALLY OMITTED

50.12 Neutrality in Labor Relations .

The Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

51.0 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT OF 1996 (HIPAA)

The County is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, the Contractor provides services to the County and the Contractor receives, has access to, and/or creates Protected Health Information as defined in Attachment P in order to provide those services. The County and the Contractor therefore agree to the terms of Attachment P, *Contractor's Obligations As a "Business Associate" Under Health Insurance Portability & Accountability Act of 1996 (HIPAA)*.

52.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- 52.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 52.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- 52.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- 52.4 If the Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply if the Contractor is no longer eligible for certification as a result in a change of their status and the Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

53.0 OWNERSHIP OF MATERIALS, SOFTWARE, AND COPYRIGHT

- 53.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.
- 53.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 53.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Propriety" or "Confidential" on each appropriate page of any document containing such material.
- 53.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 53.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under Sub-paragraph 53.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Sub-paragraph 53.3 or for

any disclosure which the County is required to make under any state or federal law or order of court.

- 53.6 All the rights and obligations of this Sub-paragraph 53.4 shall survive the expiration or termination of this Contract.

54.0 PATENT, COPYRIGHT, & TRADE SECRET INDEMNIFICATION

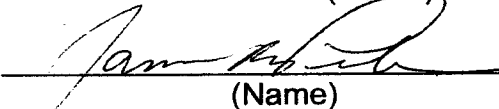
- 54.1. The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.
- 54.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:
- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
 - Replace the questioned equipment, part, or software product with a non-questioned item; or
 - Modify the questioned equipment, part, or software so that it is free of claims.
- 54.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

55.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete Attachment P, *Charitable Contributions Certification*, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR QTC Medical Group, INC
(Name)

By 
(Name)

President
Title

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors


ATTEST:

SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

Raymond G. Fortner, Jr.
County Counsel

By 
Senior Deputy County Counsel

ATTACHMENT A

STATEMENT OF WORK

1.0 DESCRIPTION OF SERVICES

Contractor shall provide GR employability Screening Services in the form described in this Statement of Work and in the Attachments. Contractor shall provide screening services Monday through Friday, 8:00 am to 5:00 pm, excluding County holidays.

1.1 Scope of Work

The Contractor shall:

- a. Provide GR Employability Screening Services in the form described in this Statement of Work and in the Attachments.
- b. Provide all, except for those items listed in *County Furnished Items* personnel, materials, supervision and other items or services necessary to do GR Employability Screening Services.
- c. Perform to or exceed the standards in Technical Exhibit 2, Performance Requirements Summary.

1.2 Pre-Implementation

1. No later than 30 calendar days prior to implementation of the Agreement, the Contractor shall provide to the County for approval, the location where services will be provided, either at the Contractor's facility(ies) or through the use of mobile medical units located at County-approved sites. The Contractor's facilities shall be accessible within one hour's travel time each way by public transportation from the GR district office(s) located within the boundaries of each of the eight contract regions (see Technical Exhibit 8).
2. The Contractor shall provide to the County, for approval, no later than 30 calendar days prior to the start of the contract, a copy of all forms and charts to be used for GR Employability Screening Services and forms which will be given to, or signed by the GR applicant/participant. Copies of any proposed changes shall be submitted to the County, for approval, prior to implementation.
3. The Contractor shall provide the County, no later than 10 calendar days following Board of Supervisors' approval of the contract and monthly thereafter, with the designated number and appointment times per day available for GR Employability Screening Services for the County's automated appointment scheduling system.

2.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

2.1 County Personnel

County Contract Administrator (CCA):

The County will designate a County Contract Administrator (CCA) for the County on all policy, procedures, requirements, performance, and information pertaining to the Contract.

The CCA is not authorized to make any changes in the Standard Terms and Conditions of the Contract and is not authorized to obligate the County in any way whatsoever.

2.2 County Furnished Items

1. Equipment/Services

The County shall provide the Contractor with:

- a. Access to the DPSS computer system's data base for input, inquiry, and update purposes.
- b. Computer system orientation training and computer workstation training to appropriate Contractor staff.
- c. Installation of computer workstations, printer and the necessary transmission line. The workstation and printer are to be located at a site designated by the Contractor, but shall remain the property of the County. Upon the termination of this Contract, the County shall remove the workstation, printer, and transmission line.
- d. **If the Contractor uses permanent site(s)**, one dedicated telephone circuit, one data input/inquiry terminal (this is a system specific terminal and not a personal computer), one keyboard and one system printer.
- e. **If the Contractor uses mobile units**, one network site approved by the County, one data input/inquiry terminal (this is a system specific terminal and not a personal computer), one keyboard and one system printer.

- f. Space for a mobile medical unit at some of the DPSS district parking lots that can be used to perform the GR Employability Screening.
- g. Maintenance, repair and/or replacement due to normal wear and tear of all County-furnished equipment, the computer workstation, printer and transmission line.

NOTE: Contractor shall not relocate any County provided equipment prior to approval from the CCA. The relocation of equipment, once installed, shall be at the Contractor's expense.

- h. The Contractor shall be responsible for repair and replacement costs for all County-furnished equipment in Subsection 3.6.2, which includes the equipment that is damaged due to the Contractor's abuse or carelessness, as determined by County.
- i. The County staff shall conduct periodic inventories of County-provided equipment throughout the term of this Contract to meet County inventory control requirements.
- j. The Contractor shall report to the CCA, immediately upon discovery, of the loss of County-provided equipment.
- k. The Contractor shall not install software or screen savers on County-provided computer workstations. Any installation, removal or reinstallation of required software and movement of equipment shall be made by County-managed technicians. Requests for these services shall be made to the DPSS Technical Support Center. Any service calls required because of Contractor's staff modifying the configuration of software on the computer workstations shall be the expense of the Contractor.

2.3 Materials

The County shall supply:

- 1. All required posters.
- 2. List of County-observed holidays.

2.4 Contractor Personnel

Contractor shall conduct background checks on all staff providing services relating to this Contract. All background checks shall be kept on file and available for review upon County's request.

1. Contract Manager

The Contractor shall provide a Contract Manager and alternate who will act as liaison with DPSS and be responsible for planning, coordinating and implementing service delivery systems for the GR Employability Screening Services Program and the overall management of this Contract. The Contract Manager and alternate shall be identified, in writing, prior to Contract award and at anytime thereafter a change of Contract Manager or alternate is made. At minimum, the Contract Manager and alternate shall have demonstrated experience in providing required, equivalent or similar services in the areas outlined in the Statement of Work and a Bachelor's degree from an accredited college.

Specifically, the Contract Manager, or his/her alternate, shall:

- a. Have full authority to act for the Contractor on all Contract matters relating to the daily operation of this Contract.
- b. Be available between 8:00 a.m. and 5:00 p.m. Monday through Friday, except County holidays, during program service hours to respond to any County inquiries.
- c. Be able to read, write, speak, and understand English.
- d. Be able to pass a background check.

2.5. Contractor's Staff

The Contractor shall provide sufficient professional, experienced and bilingual personnel (including, but not limited to English, Spanish, Armenian, Korean, Chinese, Cambodian, and Vietnamese), with the professional background, training, licenses, and experience to provide the services required in this Contract. All personnel shall be qualified in accordance with all Federal, State and local laws, ordinances, regulations and requirements applicable hereto. Although an applicant/participant shall not be required to provide an interpreter, the Contractor will not be prohibited from utilizing an interpreter provided by the applicant/participant (e.g., relative or friend), if the applicant/participant does not object.

Specifically, the Contractor's staff shall:

1. Be able to read, write, speak, and understand English.
2. Be required to present him/herself in a neat, businesslike appearance and behave in a professional manner.
3. Be able to pass a background check.

2.6 Contractor Furnished Items

1. Facilities

Contractor shall provide all sites for GR Employability Screening Services activity. Sites shall be in close proximity, within one hour each way using public transportation to the DPSS GR district offices and sub-offices. Information and maps regarding the *GR Offices and Boundaries* are identified in *Attachment A, Technical 8*.

If mobile units will be used by the Contractor, the Contractor shall provide a "tent" to use as a reception area and portable restroom facilities for use by GR applicants/participants.

2. Equipment/Supplies/Materials

- a. Contractor shall furnish all equipment and supplies necessary to perform all services required by this Contract which is not provided by County, as needed and approved by County;
- b. Contractor shall furnish desks, tables, chairs, utilities and telephones necessary to perform all services required by this statement of work and adhere to all requirements imposed on Contractor by the contract.
- c. Contractor staff shall attend computer system orientation training and computer workstation training provided by the County

3. Security

The Contractor shall house the data input/inquiry terminal and system equipment at the designated site per region and shall provide all security measures to ensure that the computer equipment is secure and confidentiality is maintained. The County will be responsible for locking down the hardware equipment. The Contractor shall also meet any additional security measures as required by the County. Security measures must be approved by the County.

4. Posting of Required Posters

The Contractor shall post all required posters as directed by the County.

2.7 Use of Outside Resources

Contractor, upon County approval, may use outside resources and/or services providing:

1. There is no charge to County.
2. Confidentiality rights are protected.
3. Services are within allowable time frames.
4. No additional supportive services are needed.

2.8 Complaints

The Contractor shall:

1. Establish a procedure to resolve user complaints, and provide such procedure to the County prior to Contract implementation.
2. Notify the County Contract Administrator (CCA) in writing within five (5) workdays, of receiving a complaint.
3. Investigate GR applicant/participants' grievances or complaints arising from actions taken by the Contractor within five (5) workdays of their discovery. Copies of such investigations shall promptly be made available to the complainant and CCA.
4. Make easily available complaint forms for GR applicant/participants' use, and provide County with a copy of any complaint form completed by a GR applicant/participant alleging his/her civil rights have been violated.

A copy of the completed complaint form is to be sent to the CCA the first workday following the date of its completion by a GR applicant/participant. Contractor will promptly investigate all civil rights complaints in accordance with applicable State and federal laws.

2.9 Quality Control

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of this Contract. The Plan shall be included in the proposal and submitted to the County Contract Administrator on the Contract start date, with revisions submitted as changes occur. The plan shall include, but may not be limited to, the following:

1. Method for assuring that professional staff rendering services under this Contract has qualifying experience;
2. Method of monitoring to ensure that Contract requirements are being met;
3. Method for identifying and preventing deficiencies in the quality of service before the level of performance becomes unacceptable; and
4. A record of all inspections conducted by the Contractor, the corrective action taken, the time a problem is first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

2.10 County's Quality Assurance Plan

The County or its agent will evaluate the Contractor's performance under this Contract on a regular basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and performance standards. The Contractor's deficiencies, which the County determines are severe or continuing and may place performance of the Contract in jeopardy if not corrected, will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract. (Refer to *Attachment A, Technical Exhibit 2, Performance Requirements Summary Chart*, hereunder).

1. **Performance Evaluation Meetings** shall be held jointly by DPSS and the Contract Manager as often as deemed necessary by the County Contract Administrator (CCA). However, if a *Contract Discrepancy Report* (*Attachment A, Technical Exhibit 1*), is issued at the discretion of the CCA, a meeting shall be held within five (5) workdays, as mutually agreed, to discuss the problem.

Action items from any Performance Evaluation Meeting shall be prepared by the CCA and signed by the Contract Manager and CCA. Should the Contract Manager not concur with the action items, he/she shall submit a written statement to the CCA within ten (10) workdays from the date of receipt of the signed action items. The Contract Manager's written statement shall be attached to the CCA's action items and be a part thereof.

Failure to do so shall result in the acceptance of the action items as written. If any dispute is still unresolved, the decision of the CCA will be final.

Upon advance notice, either the County or the Contractor may make an auditory recording of the meeting.

2. **Contract Discrepancy Reports**

Verbal notification of a Contract discrepancy will be made to the Contract Manager or designee as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved by the Contract Manager within a time period mutually agreed upon by the County and the Contractor. The County Contract Administrator (CCA) will determine whether a formal *Contract Discrepancy Report* shall be issued (*Attachment A, Technical 1*). Upon receipt of this document, the Contractor is required to respond in writing to the CCA within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the CCA within ten (10) workdays.

3.0 SPECIFIC TASKS

A health care team approach will facilitate the appropriate assessment and disposition of the applicant/participant. The Contractor must provide a health care team, supervised by an on-site physician, which includes a clinic nurse and one of the following: a physician assistant, Nurse Practitioner or Physical/Occupational Therapist. Clerical support is also required on-site.

The Contractor shall create a medical folder for each applicant/participant for whom GR Employability Screening Services is performed. The folder shall contain, including, but not limited to: medical history questionnaire, patient rights and responsibilities, consent to treatment, authorization for release of medical records, applicant/participant survey questionnaire, intake history, progress notes and shall be available each time the applicant/participant is seen by the Contractor. Any future medical findings shall be maintained in the same folder.

1. **Clerk**

- a. Obtains scheduled appointments from DPSS.
- b. Registers GR applicant/participant.
- c. Indicates on Intake Checklist, the applicant/participant's appointment time, arrival time, and whether the applicant/participant was seen within 30 minutes of his/her scheduled appointment.

- d. If the applicant/participant fails to keep the scheduled appointment, on that day, inputs that information in the data system.

2. Clinic Nurse

- a. Explains screening procedures to the GR applicant/participant.
- b. Instructs (assists illiterate) applicant/participant on how to complete a Medical History Questionnaire, obtains consent to treatment.
- c. Initiates history following protocols.
- d. Takes vital signs: temperature, blood pressure, pulse rate, height, weight, etc.

3. Physician / Physician Assistant / Nurse Practitioner / Physical / Occupational Therapist

- a. Completes history.
- b. Assesses applicant's/participant's ability to work.
- c. Records findings, assessment, and recommendations.
- d. Discusses medical findings with the applicant/participant.
The same day, inputs (or has clerk input) findings into the DPSS computer system.
- e. Initiate a referral for substance abuse and/or mental health follow-up evaluation, if needed.
- f. Refer all applicant/participants for treatment of conditions, regardless of the employability status.

4. On-Site Physician

Supervise the health care team and validates/approves all employability screenings performed by the health care team to ensure accuracy of the findings.

3.1 Appointments

- 1. The Contractor will receive automated referrals and shall adhere to the Contractor location and appointment time schedule.
- 2. The Contractor shall ensure that GR applicant/participants who arrive on time are seen within 30 minutes of their scheduled appointment time.

3.2 GR Employability Screening Services

1. The Contractor shall make a functional ability determination regarding the applicant/participant's ability to work.
2. The Contractor shall provide GR Employability Screening Services in accordance with the Procedures and Protocols described in Technical Exhibit 5.
3. The Contractor shall make its best efforts to obtain authorization from the applicant/participant and past medical records from an applicant/participant's previous regional Contractor or private physician(s) if needed in order to make an assessment of employability. The County, at its sole discretion, shall be the final determiner of when past medical records are needed.
4. The Contractor shall designate the following as potentially eligible when the disability exists apart from a drug or alcohol addiction:
 - (a) Permanently disabled applicants/participants;
 - (b) Temporarily disabled applicants/participants over age 50 with acute disorders;
 - (c) Temporarily disabled applicant/participants with a 12-month medical history compilation that indicate an applicant/participant is unemployable and continues to be unemployable.
5. The Contractor shall discuss medical findings with the applicant/participant and respond to his/her questions regarding the screening content. The Contractor shall advise the applicant/participant of the results at the time of the screening, indicating the employability status. The Contractor shall give the applicant a copy of medical findings and documents concerning the employability status, if requested.
6. The Contractor shall refer all applicants/participants to DHS contracted or directly operated facilities for treatment of conditions, regardless of the employability status.
7. A determination of mental health/substance abuse disorder shall be determined Temporarily Unemployable for a maximum **30 day period**. Concurrently, the Contractor shall initiate a written referral to the district office for follow-up substance abuse and/or mental health assessments.

3.3 Data Entry Tasks

1. The Contractor shall use the DPSS computer system to access individual GR applicant/participant records to review data on past screenings, if any. This information shall be used in making a determination of the applicant/participant's employability status. The Contractor can either print this or review the medical history on the computer screen.
2. The Contractor shall print a list of all scheduled appointments for any given day, annotating show/no show applicants/ participants.
3. The Contractor shall input and update data to the DPSS computer system for each applicant/participant screened for employability, including the no shows, within one (1) work day. The Contractor shall input data on the screening results. If the DPSS computer system is down, the Contractor shall immediately notify the County Contract Administrator (CCA).
4. The Contractor's input data shall include information related to screening results. Some examples are:
 - a. Patient did not keep the appointment.
 - b. Screening Date (the County will schedule the appointment date via automation).
 - c. One of the following three employability categories:
 - **EMPLOYABLE**
 - **PERMANENTLY DISABLED**
Should patient apply for SSI/SSP? ☐ Yes ☐ No
 - **TEMPORARY UNEMPLOYABLE (Disability Expiration Date)**
Should patient apply for SSI/SSP? ☐ Yes ☐ No

3.4 Record Retention Tasks

1. The Contractor shall maintain a medical folder for each GR applicant/participant which contains sufficient record of the evaluation data, including, but not limited to: applicant/participant's name, medical history questionnaire, Rights & Responsibilities, Consent to Treatment, Authorization for Release of Medical Records, Applicant/Participant's Comment, Intake History, Progress Notes, and all charting of patients' records in SOAP (Screening, Observation, Assessment, Plan) format, in the event of an appeal of medical findings. All such records shall be available to the County upon request (see Section 37.0, Records Retention and Inspection).

2. The Contractor, upon written authorization of the applicant/participant, shall provide photocopies of medical records to the County (or its agents), Social Security Administration (or its agents) at no cost to the County.

3.5 Confidentiality of Records

1. Contractor shall maintain the confidentiality of individual GR applicant/participant's records/information by:
 - a. Maintaining files in locked drawers and cabinets at Contractor's GR Employability Screening Services sites and at the Contractor's headquarters.
 - b. Limiting access of files to Contractor's designated staff.

These files, however, are subject to audit, and shall be accessible to County upon request during any business day.

3.6 Appeals

1. In the event that the applicant/participant appeals the assessment of employability, the following shall occur:
 - a. The Contractor shall inform the applicant/participant of the available appeal process;
 - b. The Contractor shall input the applicant/participant's employability status as "Temporary Unemployable" (T) for the applicant/participant for 15 calendar days;
 - c. The Contractor's Medical Director/Chief Physician or designated doctor shall review the applicant/participant's medical folder and make a second determination within 15 calendar days from the date of the initial screening, which may include:
 - no change of employability status;
 - change in employability status;
 - recommendation that the applicant/participant be re-examined by the Contractor.
 - d. Upon completion of the review of medical records and/or re-screening, the Contractor shall advise the applicant/participant of the employability status at the time of the re-screening.
 - e. The Contractor shall input the results of the re-screening into the computer system within one (1) work day following the disposition.

- f. If a re-screening is made as a result of an appeal process, additional payment shall neither be requested by the Contractor nor paid by the County.

3.7 Reporting Tasks

The Contractor shall make reports, as may be required by the County, concerning its activities as they affect the contract duties and purposes contained herein. The Contractor shall also perform the following:

1. The Contractor shall complete a Monthly Management Report (MMR). This report, which shall be submitted to the CCA by the 15th calendar day of each succeeding month, by Region, shall summarize:
 - a. Statistical data regarding GR Employability Screening Services activities processed during the report month, accompanied by a list of the applicant/participants served (the County will provide the Contractor with sample format).
 - b. Statistical data regarding physician activities to include a list of the providers and the number of GR screenings each provider conducted during the report month. Of the screenings conducted, the number of employable, permanently disabled and temporarily disabled determinations made. (The County will provide the Contractor with sample format).
 - c. A list of the fifteen (15) most declared reasons in the report month for claiming unemployability; e.g., back injury, with a breakout of the number of screenings resulting in a determination of employable or unemployable status.
 - d. A narrative, as appropriate, providing the County with suggestions or comments for improving services.
 - e. Any other reports as requested by the County.
2. Complete and provide to the CCA reports/forms as required by County, and by the due dates established by County.
3. Report any systems problems and recommend solution of problems to County within five (5) workdays of discovery.

4.0 Technical Exhibits

The following documentation and forms are Technical Exhibits:

1. Contract Discrepancy Report
2. Performance Requirements Summary
3. General Relief Employability Screening Services – Data Entry Input Document
4. Categories of Findings
5. General Relief Employability Screening Services – Protocols
6. General Relief Employability Screening Services – Contract Regions
7. General Relief Employability Screening Services – Primary Languages
8. General Relief District Office Boundaries
9. General Relief Employability Screening Services – Projected Workload
10. General Relief Employability Screening Services – Monthly Invoice Format
11. General Relief Employability Screening Services – Intake Forms
12. Employability Screening Appointment – Contracted Provider (ABP 1676)
13. General Relief Health Care Program Referral for Follow-up Medical Treatment (ABP 12)
14. Contracted Medical Provider Referral For Services
15. General Relief Employability Screening Services – Applicant/Participant Questionnaire

TECHNICAL EXHIBITS

**TECHNICAL EXHIBIT 1
CONTRACT DISCREPANCY REPORT**

TO:

FROM:

DATES: **Prepared:** _____
 Returned by Contractor: _____
 Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of County Representative

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

TECHNICAL EXHIBIT 2

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE	REQUIRED SERVICE/STANDARD	DEVIATION FROM ACCEPTABLE QUALITY LEVEL (AQL) %	PENALTY/FEE	MONITORING METHOD
1.1.a	Screening services available 8:00 a.m. - 5:00 p.m. on agreed-upon days of week and location. Standard: 100%	0.0	\$500 per each (daily) occurrence of a requirement not met.	On site visit; review of appointment schedule.
2.5	Contractor's staff minimum qualifications are documented. Standard: 100%	0.0	\$500 per each occurrence of a requirement not met.	Review of Contractor staff employee folder.
3.0	Health care team supervised by an on-site physician including a clinic nurse and one of the following: Physician Assistant or Nurse Practitioner or Physical/Occupational Therapist. Standard: 100%	0.0	\$500 per each occurrence of a requirement not met.	On site visit.
3.0	Medical folders for each GR applicant/participant shall include, but not limited to: Medical History Questionnaire; Rights & Responsibilities; Consent to Treatment; Authorization for Release of Medical Records; Applicant/participant Survey Questionnaire; Intake History, Progress Notes. Standard: 100%	0.0	\$100 per each occurrence of requirement not met.	On site visit and review of medical folders.
3.2	Contractor shall provide comprehensive evaluations to determine employability as specified in the Agreement. Overall, 90% of applicant/participant responses shall reflect satisfaction with services rendered. Standard: 90%	10.0	\$500 per incident of requirement not met.	On site visit to review medical folders (participant questionnaires).
3.0	Medical folders contain sufficient record of screening and evaluation data in order to respond to questions in the event of an appeal on employability determination. Records available for inspection and audit. Standard: 100%	0.0	\$100 per each occurrence of requirement not met.	On site visit and review of medical folders.

REFERENCE	REQUIRED SERVICE/STANDARD	DEVIATION FROM ACCEPTABLE QUALITY LEVEL (AQL) %	PENALTY/FEE	MONITORING METHOD
3.0.1.c	Ninety-five percent (95%) of applicant/participants who were on time were seen by Contractor within 30 minutes of their scheduled appointment. Standard: 95%	5.0	\$50 per each occurrence of a requirement not met.	On site review of participant questionnaires.
3.2.2	Contractor follows the Employability Screening Services - Protocols. Standard: 100%	0.0	\$100 per each occurrence of a requirement not met.	Review of medical folders, participant questionnaires.
3.2.5	GR medical findings and employment status discussed with GR applicant/participant. Answers questions regarding screening content and follow-up treatment. Standard: 100%	0.0	\$500 per each occurrence of a requirement not met.	Observation of screening being conducted; review of medical folder.
3.6.1.c	Medical Director/Chief Physician reviews GR applicant/ participant medical record on appeals of assessments of employability and rehabilitation recommendations. Final appeal disposition within fifteen (15) workdays of initial screening. Standard: 100%	0.0	\$500 per each occurrence of a requirement not met.	On site review of medical folder. Review of input in LEADER system.
3.3.3	Contractor enters screening results into DPSS computer system within one (1) workday. CCA notified by Contractor that the system was down. Standard: 95%	5.0 One day variance	\$100 per each occurrence of a requirement not met.	Review LEADER system.

GR EMPLOYABILITY SCREENING – DATA ENTRY INPUT DOCUMENT

(County will provide Contractor with this computer input document prior to the Contract start date.)

Distribution: This input document is to be filed inside the patient's medical folder.

CATEGORIES OF FINDINGS

There may be conditions which may require further screening of GR applicant/participant to arrive at an employability determination. However, any re-screening must be completed within five (5) days.

I. EMPLOYABLE

A. Able to Work Full Time

Applicant/participant has no medical conditions which would prevent him/her from work.

II. UNEMPLOYABLE

A. Temporary Unemployable

Applicant/participant has one or more medical conditions affecting employability. This includes condition/s which is/are limited in duration or expected to be resolved with treatment.

B. Permanently Disabled

Applicant/participant's disability is permanent (not able to work in the future).

III. POTENTIAL ELIGIBILITY FOR SSI/SSP

It is to the advantage of the participant and the County of Los Angeles to identify potential eligibility for Supplemental Security Income/State Supplemental Program (SSI/SSP), since participants may receive higher income than the income provided by the GR Program. The SSI/SSP income is provided by the Federal government not the County, and the participant becomes eligible to Medi-Cal.

Contractor shall designate the following as SSI eligible when the disability exists **apart from a drug or alcohol addiction**:

- (a) Permanently disabled applicants/participants;
- (b) Temporarily disabled applicants/participants over age 50 with acute disorders;
- (c) Temporarily disabled applicants/participants with a 12-month medical history compilation that indicates an individual is unemployable and continues to be unemployable.

TECHNICAL EXHIBIT 5
GR EMPLOYABILITY SCREENINGS - PROTOCOLS

I. All GR applicant/participants' medical charts will be in Screening/ Observation/ Assessment/Plan (SOAP) format:

- A. The applicant/participant's name or signature, as appropriate, shall be on every page of the medical chart.
- B. All entries shall be signed by interviewing personnel.

TO BE DONE BY NURSE OR PARAPROFESSIONAL

S = Screening

History to include:

- 1 Last day of work.
- 2 Type of usual work.
- 3 Applicant/participant's reason for inability to work.
- 4 Current medical conditions relating to unemployment. Date of onset of illness or injury.
- 5 Other chronic medical problems, which have not been resolved.
- 6 Name and address of most current medical provider.
- 7 Current medications.
- 8 Allergies.

TO BE COMPLETED BY A PHYSICIAN / PHYSICIAN ASSISTANT / NURSE PRACTITIONER

O = Observation

- 9 Physical evaluation - pertinent to current medical complaint.
- 10 Previous medical records - including laboratory, X-Ray, if available.

A = Assessment

- 11 List medical problems - identifying those currently work-related.
- 12 Record status of employability, e.g.;
 - ▶Employable.
 - ▶Temporary unemployable - state diagnosis and expected length of disability.
 - ▶Permanent unemployable - state diagnosis.

P = Plan

- 13 Requests previous medical records from applicant/participant's regional Contractor or private physician, if needed in order to make an assessment of employability.
- 14 Refers applicant/participant to DHS contracted or directly-operated facilities for treatment, medication and/or medical regimen to remedy condition regardless of employability status.

II. Appeal Process of Employability Determination:

In the event that the GR applicant/participant contests the employability determination, the Contractor will inform the applicant/participant that the following review process is available. During the appeal process, the applicant/participant is entered as Temporary Disabled for a period of 15 days. This determination shall be updated upon completion of the appeal:

1. Medical Director/Chief Physician or designee will review the applicant/participant's medical chart and make a second determination within fifteen (15) calendar days of initial screenings, which may include:
 - a. No change of employability status.
 - b. Change of employability status.
 - c. Recommendation that the applicant/participant be re-screened by the Contractor.
2. Medical Director/Chief Physician informs applicant/participant of determination within fifteen (15) work days of initial screening.

TECHNICAL EXHIBIT 6
GR EMPLOYABILITY SCREENING SERVICES
CONTRACT REGIONS

<p style="text-align: center;"><i>REGION I</i></p> <p style="text-align: center;">Civic Center 813 E. 4th St. Los Angeles, CA 90013</p> <p style="text-align: center;">Metro East 2855 E. Olympic Blvd. Los Angeles, CA 90023</p>	<p style="text-align: center;"><i>REGION II</i></p> <p style="text-align: center;">Wilshire Special 2415 West Sixth St.. Los Angeles, CA 90057</p> <p style="text-align: center;">Rancho Park 10961 Pico Blvd. Los Angeles, CA 90064</p>
<p style="text-align: center;"><i>REGION III</i></p> <p style="text-align: center;">South Special 17600 "B" Santa Fe Rancho Dominguez, CA 90221</p>	<p style="text-align: center;"><i>REGION IV</i></p> <p style="text-align: center;">Metro Special 2707 So. Grand Ave. Los Angeles, CA 90007</p>
<p style="text-align: center;"><i>REGION V</i></p> <p style="text-align: center;">Glendale 4680 San Fernando Road Glendale, CA 91205</p> <p style="text-align: center;">Pasadena 955 N. Lake Pasadena, CA 91104</p>	<p style="text-align: center;"><i>REGION VI</i></p> <p style="text-align: center;">San Gabriel Valley 3352 Areojet Ave. El Monte, CA 91731</p> <p style="text-align: center;">Pomona 2040 W. Holt Ave. Pomona, CA 91768</p>
<p style="text-align: center;"><i>REGION VII</i></p> <p style="text-align: center;">South Central 10728 So. Central Ave. Los Angeles, CA 90059</p> <p style="text-align: center;">Southwest Special 1819 W. 120th St. Los Angeles, CA 90047</p>	<p style="text-align: center;"><i>REGION VIII</i></p> <p style="text-align: center;">Lancaster 349-B East Avenue K-6 Lancaster, CA 93535</p> <p style="text-align: center;">East Valley (San Fernando Branch) 12847 Arroyo St. Sylmar, CA 91342</p>

TECHNICAL EXHIBIT 7
GENERAL RELIEF PRIMARY LANGUAGES

CASELOADS BY LANGUAGE, PROGRAM AND DISTRICT

FOR DECEMBER 2005

DPSS DISTRICTS	GENERAL RELIEF APPROVED CASELOAD											Total
	English	Spanish	Armenian	Cambodian	Chinese		Korean	Russian	Vietnamese	Other		
					Cantonese	Mandarin						
East Valley --San Fernando	1,775	152	149	0	1	0	5	21	18	63	2,184	
Glendale	1,689	267	798	0	5	0	14	34	10	68	2,885	
Lancaster	2,371	90	1	0	0	0	0	0	0	4	2,466	
Pasadena	1,758	85	28	0	3	4	0	3	0	10	1,891	
Wilshire Special	1,739	348	156	1	4	0	78	35	5	28	2,394	
Metro East	3,242	999	6	1	20	3	2	1	12	2	4,288	
Metro Special	8,174	638	0	1	1	0	49	1	1	5	8,870	
Rancho Park	3,553	72	9	0	0	0	4	39	0	33	3,710	
Civic Center	4,698	243	2	1	4	1	11	0	5	2	4,967	
South Central	1,848	68	0	0	0	0	0	0	0	0	1,916	
South Special	8,689	521	2	57	3	0	6	1	22	22	9,323	
Southwest Special	6,420	287	0	0	2	0	4	0	14	4	6,731	
Pomona	918	63	1	4	10	3	1	1	11	6	1,018	
San Gabriel Valley	2,108	231	3	3	109	36	2	0	205	9	2,706	

GR DISTRICT OFFICE BOUNDARIES - LOS ANGELES COUNTY

Region I (Civic Center and Metro East Districts)

Civic Center District

The Civic Center District services the central Los Angeles area, including downtown skid row.

Metro East

The Metro East district boundary area includes portions of the City of Los Angeles, the cities of Bell, Maywood, Vernon, Huntington Park, and touches the City of Monterey Park to the east, as well as the unincorporated areas.

On the north, the district extends to the San Bernardino Freeway, and to the City of South Gate on the south. The western boundaries are the Golden State Freeway, the Los Angeles River, and Alameda Avenue. The western boundaries separate the East Los Angeles community from the central and greater Los Angeles area.

Region II (Wilshire Special and Rancho Park)

Wilshire Special

The Wilshire Special District services the communities of Echo Park, Silver Lake, Hollywood and part of central Los Angeles.

Rancho Park

The Rancho Park District serves the West Los Angeles area. The district services an area that stretches from Mulholland Drive on the north to Florence Avenue on the south, and from Crenshaw Boulevard on the east to the Pacific Ocean on the west.

Region III (South Special)

South Special

The district boundaries are Willowbrook, Huntington Park, Bell, Bell Gardens, Pico Rivera, City of Industry, Hacienda Heights, and Rowland Heights to the north, Orange County to the east, the Pacific Ocean including Santa Catalina Island to the south, and Torrance, Gardena, Hawthorne and Inglewood to the west.

Region IV (Metro Special)

Metro Special

The district serves the South Central metropolitan area of Los Angeles.

Region V (Glendale and Pasadena)

Glendale

The district serves the Glendale area.

Pasadena

Pasadena district serves the communities of Pasadena, South Pasadena, San Marino, Arcadia, Altadena, Sierra Madre and Monrovia.

Region VI (San Gabriel Valley and Pomona)

San Gabriel Valley

The district serves the communities of Alhambra, San Gabriel, and Temple City, and parts of Arcadia, El Monte, Monrovia, Monterey Park, and Rosemead.

Pomona

The district serves the communities of Pomona, Claremont, San Dimas, La Verne, Azusa, Covina, West Covina, Glendora, Walnut, Diamond Bar, and Rowland Heights.

Region VII (Southwest Special and South Central)

Southwest Special

The district boundaries extend from the inner city to such communities as Manhattan Beach, Hermosa Beach, and the Marina Del Rey.

South Central

Serves South Central Los Angeles.

Region VIII (San Fernando Valley and Lancaster)

San Fernando Valley

The district provides services to the San Fernando Valley.

Lancaster

The boundaries are the San Bernardino County line on the east, the Kern County line on the north, and the Ventura County line to the northwest. In addition, the Santa Clarita Valley is served by this district.

TECHNICAL EXHIBIT 9
**PROJECTED WORKLOAD OF
 GR EMPLOYABILITY SCREENING SERVICES**
 By Contract Region/District

<u>REGION/DISTRICT</u>	<u>PROJECTED NO. PER YEAR*</u>
Region I	
Civic Center	3,118
Metro East	4,456
Subtotal	7,574
Region II	
Wilshire Special	3,978
Rancho Park	4,196
Subtotal	8,174
Region III	
South Special	
Subtotal	15,260
Region IV	
Metro Special	
Subtotal	12,172
Region V	
Glendale	1,280
Pasadena	2,036
Subtotal	3,316
Region VI	
Pomona	1,152
San Gabriel Valley	3,628
Subtotal	4,780
Region VII	
South Central	2,460
Southwest Special	8,880
Subtotal	11,340
Region VIII	
Lancaster	2,562
San Fernando Valley	2,734
Subtotal	5,296

Projected Screenings.....67,912

*These are the number of GR employability screenings completed during the period March 2006 through August 2006, and annualized. The overall "No Show" rate Countywide is approximately 33%.

Disclaimer: *The above figures are estimates only and are provided for the convenience and reference of the Proposer. County does not guarantee the actual number of referrals to be made during any given month or year. The above figures may increase or decrease.*

TECHNICAL EXHIBIT 10
GR EMPLOYABILITY SCREENING SERVICES

MONTHLY INVOICE FORMAT

Date: _____

Service Month: _____

Contract Number: _____

Vendor Name: _____

Address: _____

Contractor Social Security or

Taxpayer I.D. Number: _____

Telephone Number: _____

GR EMPLOYABILITY SCREENING SERVICES

Total Number of GR Employability Screenings Performed This Service Month:

Region	Number of Screenings	Rate Per Screening	TOTAL AMOUNT
I			
II			
III			
IV			
V			
VI			
VII			
VIII			

NET AMOUNT DUE TO Contractor:

\$ _____

Contractor's Authorizing Signature

Date Signed

County Contract Administrator Signature

Approval Date

Date to Finance Division

(Sample of Attachment to Invoice)

**GENERAL RELIEF EMPLOYABILITY SCREENING SERVICES
COMPLETED**

Service Month _____ **Year** _____

REGION _____

DPSS Case Number	Applicant/Participant's Name	Date Screening Performed	Disposition		
			Employable	Unemployable	
				PERM	TEMP ¹
123456	DOE, John	1/1/1001	x		
678901	SMITH, Sue	1/15/1001		X	
345678	JAMES, Joe	1/30/1001			6 mos (for example)
TOTAL					

¹ Place number of months applicant/participant is determined to be temporarily unemployable.

TECHNICAL EXHIBIT 11

SAMPLE

INTAKE CHECKLIST - GR SCREENINGS		
Patient's Appointment Time: _____ Patient's Arrival Time: _____		
Patient seen within 30 minutes of scheduled appointment? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Information Required	Date Completed	Completed By Whom
Intake Checklist		
Medical History Questionnaire		
Patient Bill of Rights/Consent to Treatment		
Progress Note		
Assessment Form		
Provider Order/Lab Report Form		
Input to DPSS computer system		
Patient's Name: _____ Date of Birth: _____		
DPSS Case Number: _____ Social Security Number: _____ -----		
Staff's Signature: _____ Date: _____		

Distribution: Checklist is to be filed inside the patient's medical folder.

SAMPLE

MEDICAL HISTORY QUESTIONNAIRE					
Date: _____ Name: _____ Age: _____ Date of Birth: _____ Male: _____ Female: _____ Medical Problem(s): _____					
PAST ILLNESSES					
Asthma			Hearing		
Cancer			Jaundice/Hepatitis		
Diabetes			Mental Disorders		
Heart Trouble			Seizures		
High Blood Pressure			Ulcers/GI Problems		
Tetanus Immunization			Other		
Allergies: _____ (Female): Last Menstrual Period: _____ Number of Pregnancies: _____					
SUBSTANCE ABUSE HISTORY					
Primary Substance Abused: _____ Total Years Used: _____ Length of Use This Time: _____					
OTHER SUBSTANCES USED OR ABUSED	YES	NO			
Caffeine					
Marijuana					
Pills					
Tobacco					
Other					

Distribution: This document is to be filed inside the patient's medical folder.

SAMPLE
PROGRESS NOTES

Date:			
DPSS Case Number:			
Race:			
Last Day of Work:			
Type of Usual Work:			
Reason Patient Cannot Work:			
DOES PATIENT HAVE PROBLEMS WITH:			
Sitting	<input type="checkbox"/> Yes <input type="checkbox"/> No	Pushing	<input type="checkbox"/> Yes <input type="checkbox"/> No
Standing	<input type="checkbox"/> Yes <input type="checkbox"/> No	Pulling	<input type="checkbox"/> Yes <input type="checkbox"/> No
Turning	<input type="checkbox"/> Yes <input type="checkbox"/> No	Reaching	<input type="checkbox"/> Yes <input type="checkbox"/> No
Balancing	<input type="checkbox"/> Yes <input type="checkbox"/> No	Carrying	<input type="checkbox"/> Yes <input type="checkbox"/> No
Bending	<input type="checkbox"/> Yes <input type="checkbox"/> No	Lifting	<input type="checkbox"/> Yes <input type="checkbox"/> No
		Seeing	<input type="checkbox"/> Yes <input type="checkbox"/> No
		Hearing	<input type="checkbox"/> Yes <input type="checkbox"/> No
		Writing	<input type="checkbox"/> Yes <input type="checkbox"/> No
		Understanding	<input type="checkbox"/> Yes <input type="checkbox"/> No
		Directions	<input type="checkbox"/> Yes <input type="checkbox"/> No
Signature:			
NURSING ASSESSMENT			
Primary Medical Problem/Onset:			
Other Chronic Medical Problem(s):			
Medical Provider (Name and Address):			
Date of Last Visit:		Next Appointment Date:	
Current Medications(s):			
Allergies:			
Vital Signs:	BP: _____	R: _____	HT: _____
	T: _____	P: _____	WT: _____
Nursing Signature:			

Distribution: This document is to be filed inside the patient's medical folder.

GR EMPLOYABILITY SCREENING FORM

NAME _____ CASE # _____ DATE _____

MD/PA ASSESSMENT

SUBJECT. (CONT):	<input type="checkbox"/> PATIENT QUESTIONNAIRE, STAFF INTAKE & NURSING NOTES REVIEWED/INITIALED
ADDITIONAL DATA (if indicated):	<input type="checkbox"/> N/A
OBJECTIVE: PHYSICAL EXAM/LABS (Primary Problem Specific)	

ASSESSMENT/PROBLEMS LIST DISCUSSED WITH APPLICANT/PARTICIPANT (Please Print Clearly)

PLANS

DISABILITY CLASSIFICATION DISCUSSED WITH APPLICANT/PARTICIPANT (Check One)		
<input type="checkbox"/> EMPLOYABLE	<input type="checkbox"/> PERMANENT	<input type="checkbox"/> TEMPORARY
DATE OF EXPIRATION: _____		
RECOMMENDATION(S) (Check where indicated)		
<input type="checkbox"/> Mental Health Evaluation		
<input type="checkbox"/> Drug Rehab		
<input type="checkbox"/> DHS Medical Card		
<input type="checkbox"/> Letter of DHS Medical Eligibility for ASAP Treatment of an Acute Condition		
<input type="checkbox"/> Stat Transfer for Urgent/Emergency Treatment		
<input type="checkbox"/> Other: (List)		

DATE _____

SIGNATURE OF EXAMINER _____

EMPLOYABILITY SCREENING APPOINTMENT - CONTRACTED PROVIDER

IMPORTANT INFORMATION ABOUT AN APPOINTMENT FOR EMPLOYABILITY SCREENING

The following employability screening appointment has been scheduled for you with the Department of Public Social Services' contracted medical provider.

_____	_____	_____
Date	Time	Provider

It is important that you keep this appointment. If you fail to keep this appointment and do not have a good reason, your General Relief (GR) grant will be stopped. If you re-apply for GR, you will be considered able to work until you get an acceptable medical statement excusing you from work.

INSTRUCTIONS TO PHYSICIAN: Please ensure the patient reads the statement below, signs and dates the form. Complete the reverse side of this form and follow the existing contract instructions for transmitting this medical information to DPSS.

AUTHORIZATION TO RELEASE INFORMATION

I give permission to the medical Contractor to release information from my medical records to DPSS for the following reasons:

- For use in determining my eligibility to GR;
- For input to an electronic index accessible by DPSS and contracted providers;
- For inclusion with any Supplemental Security Income (SSI) application made on my behalf.

Patient's Signature

Date

(Front side of form)

ABP 1676 (8/00)

SCREENING DATE: _____

☐ EMPLOYABLE - Able to work without restrictions☐ PERMANENTLY DISABLED (P)☐ TEMPORARILY DISABLED (T) FROM: _____ TO: _____
(Period of Disability)**Is applicant/participant potentially SSI eligible?** ☐ Yes ☐ No

COMPLETE THE FOLLOWING DIAGNOSIS CHART

	CODE	SYSTEM	BRIEF DIAGNOSIS: Print up to 40 characters
	01	Musculoskeletal	
	02	Special Senses & Speech	
	03	Respiratory	
	04	Cardiovascular	
	05	Digestive	
	06	Genito-Urinary	
	07	Hemi & lymphatic	
	08	Skin	
	09	Endocrine	
	10	Multiple Body	
	11	Neurological	
	12	Mental Disorders	
	13	Neoplastic Diseases, Malignant	
	14	Other	

I declare, under penalty of perjury, that the above employability screening is true to the best of my knowledge.

Physician's Signature_____
Physician's Name (Print) / License #_____
Address_____
Telephone #_____
Date

(Reverse side of form)

ABP 1676

TECHNICAL EXHIBIT 13

GENERAL RELIEF HEALTH CARE PROGRAM
REFERRAL FOR FOLLOW-UP MEDICAL TREATMENT

Date: _____

Case Name: _____

Case Number: _____

TO: _____
(Name of Applicant/Participant)FROM: _____
(Contractor Name)

An employability screening conducted on this date by the contracted medical provider indicates that you are in need of follow-up medical treatment based on the following diagnosis:

--

☐ **URGENT**☐ **NON-URGENT**

Therefore, please follow the instructions below that apply to you:

PENDING (Your application for GR has not yet been approved)	If your application is pending, the physician will provide you with a list of medical providers and locations you may contact to obtain treatment.
APPROVED: (You have been approved and are receiving GR)	If you are already approved for General Relief, the physician will provide you with a list of GRHCP provider clinics to schedule a medical appointment.

Physician Name	Physician Signature
Facility	Telephone Number

**If you do not know where your GRHCP clinic is,
please call the GR HOTLINE at 1-800-475-5550.**

TECHNICAL EXHIBIT 14

**CONTRACTED MEDICAL PROVIDER
REFERRAL FOR SERVICES****TO:**

District

Eligibility Worker File #

REGARDING:

Case Name

Case Number

REFERRAL NEEDED FOR:☐ Mental Health Evaluation - (explain)

☐ Substance Abuse Assessment - (explain)

ELIGIBILITY WORKER INSTRUCTIONS**Mental Health Evaluation Referral:**

1. Mail an ABP 1618, GR Program Appointment Notice, to the individual in need of referral for an appointment at least 7 days in the future.
2. Refer the individual to the co-located DMH/APS staff with a PA 2012, Referral for Mental Health Services on the day of the scheduled appointment.

Substance Abuse Assessment Referral:

1. Complete the "Other Factors" Section of the ABP 1168, Substance Abuse Recovery Program Pre-Screening Questionnaire, checking 'Yes' on the third question, "Received information that the participant is using or has used alcohol/drugs...." Specify "CONTRACTED MEDICAL PROVIDER referral received ..(date)..."
2. Schedule an appointment at least 7 days in the future and notify the individual via the ABP 131, Appointment Notice for GR Substance Abuse Recovery Assessment.

ABP 1624

**GENERAL RELIEF (GR) EMPLOYABILITY SCREENING
APPLICANT/PARTICIPANT QUESTIONNAIRE**

Name _____

Date _____

Address _____

In order to provide quality service to all patients, would you please answer the following questions about the type of service you received.

	YES	NO
1. Were you on time for your appointment?	_____	_____
2. Did someone, including the receptionist, see you within 30 minutes of your scheduled appointment?	_____	_____
3. Did the doctor discuss his medical findings with you?	_____	_____
4. Were you advised of your rights and responsibilities?	_____	_____
5. Were you treated courteously, respectfully and with dignity?	_____	_____
If no, explain: _____ _____ _____		
6. Overall, were you satisfied with the services you received?	_____	_____
If no explain: _____ _____ _____		
7. Additional Comments: <i>(Please write on the back of this page if you need more space)</i> _____ _____ _____		

ATTACHMENT B

**CONTRACTOR'S BUDGET AND EMPLOYEE
BENEFITS**

**SAMPLE BUDGET SHEET FOR
GENERAL RELIEF EMPLOYABILITY SCREENING SERVICES**

DIRECT COST: (List each staff classification)

Payroll:	FTE*	Hourly Rate	Monthly Salary
Employee Classification	_____	\$ _____	\$ _____
Employee Classification	_____	\$ _____	\$ _____
Employee Classification	_____	\$ _____	\$ _____
Others (Please continue to list)			
Total Salaries and Wages			\$ _____

*FTE = Full Time Equivalent Positions

Employee Benefits	No. of Employees	Monthly Cost per FTE
Medical Insurance	_____	\$ _____
Dental Insurance	_____	\$ _____
Life Insurance	_____	\$ _____
Other (list)	_____	\$ _____
Total Benefits		\$ _____

Payroll Taxes (List all appropriate, e.g., FICA, SUI, Workers' Compensation, etc.)	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
Total Payroll Taxes	\$ _____

Insurance (List Type/Coverage. See Sample Contract, Sub-paragraph 8.25, Insurance Coverage Requirements)	\$ _____
_____	\$ _____
_____	\$ _____
Vehicles	\$ _____
Supplies	\$ _____
Services	\$ _____
Office Equipment	\$ _____
Telephone/Utilities	\$ _____
Other (please continue to list)	\$ _____
Total Insurance/Misc. S & S	\$ _____

TOTAL DIRECT COSTS **\$ _____**

INDIRECT COST (List all appropriate)

General Accounting/Bookkeeping	\$ _____
Management Overhead (Specify)	\$ _____
Other (Specify)	\$ _____

TOTAL INDIRECT COSTS **\$ _____**

TOTAL DIRECT AND INDIRECT COST **\$ _____**

PROFIT (Please enter percentage: _____%)	\$ _____	TOTAL
MONTHLY COSTS	\$ _____	

EMPLOYEE BENEFITS

Medical Insurance/Health Plan:

Employer Pays \$ 256.80 Employee Pays \$ 20.00 Total Mo. Premium \$ 276.80

*Blue Shield
HMO coverage*

Annual Deductible

Employee \$ 0

Family \$ 0

Coverage (✓)

- ☒ Hospital Care (In Patient ☒ Out Patient ☒)
- ☒ X-Ray and Laboratory
- ☒ Surgery
- ☒ Office Visits
- ☒ Pharmacy
- ☒ Maternity
- ☒ Mental Health/Chemical Dependency, In Patient
- ☒ Mental Health/Chemical Dependency, Out Patient

Dental Insurance:

Employer Pays \$ 14.18 Employee Pays \$ 0 Total Mo. Premium \$ 14.18

Life Insurance:

Employer Pays \$ * Employee Pays \$ 0 Total Mo. Premium \$ * based on annual salary of ee

Vacation: PTO

Number of Days 14 and

Any increase after 5 years of employment, number of days or hours 19 days

Sick Leave: Included in PTO

Number of Days N/A and

Any increase after N/A years of employment, number of days or hours N/A

Holidays:

Number of Days 8 per year *plus 2 half days per year*

Retirement:

Employer Pays \$ 0 Employee Pays \$ 0 Total Premium \$ 0

EMPLOYEE BENEFIT

ATTACHMENT C

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION & ACKNOWLEDGEMENT OF RFP RESTRICTIONS

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION
& ACKNOWLEDGEMENT OF RFP RESTRICTIONS**

- A. By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.
- B. List all names and telephone number of person legally authorized to commit the Proposer.

NAME	PHONE NUMBER
<u>JAMES B PEAKE</u>	<u>202-386-2135</u>
<u>Anthony Principe</u>	<u>909-859-2100</u>
<u>MARJIE SHAHANI</u>	<u>909-859-2100</u>

NOTE: Persons signing on behalf of the Contractor will be required to warrant that they are authorized to bind the Contractor.

- C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

NONE

- D. Proposer acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFP. Proposer understands that if it is determined by the County that the Proposer did participate as a consultant in this RFP process, the County shall reject this proposal.

GTC Medical Group, Inc
Name of Firm

JAMES B PEAKE President
Print Name of Signer Title

[Signature] 5/15/07
Signature Date

ATTACHMENT D

CERTIFICATION OF NO CONFLICT OF INTEREST

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

1.0 CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

JAMES B. PETAKE
Proposer Name

President, QTC Medical Group, INC
Proposer Official Title

[Signature]
Official's Signature

Cert. of No Conflict of Interest

ATTACHMENT E

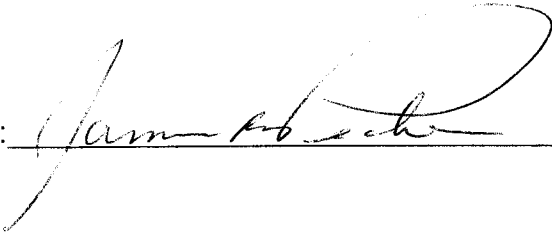
FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: _____



Date: _____

5/15/07

ATTACHMENT F

CONTRACTOR'S EEO CERTIFICATION

CONTRACTOR'S EEO CERTIFICATION

QTC MEDICAL Group, INC
Contractor Name
1350 Valley Vista Dr, Diamond Bar, CA 91765
Address
95-394 5919
Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. Yes ☒ No ☐
2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. Yes ☒ No ☐
3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. Yes ☒ No ☐
4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. Yes ☒ No ☐

JAMES B PERKE - President, QTC Medical Group, INC
Authorized Official's Printed Name and Title
[Signature]
Authorized Official's Signature
5/15/07
Date

ATTACHMENT G

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

GENERAL INFORMATION

Your employer, QTC Medical Group, has entered into a contract with the County of Los Angeles to provide various services to the County. Therefore, we need your signature on this employee acknowledgment and confidentiality agreement.

ACKNOWLEDGMENT OF EMPLOYER

- I understand that QTC Medical Group is my sole employer for purposes of this employment.
- I rely exclusively upon QTC Medical Group for payment of salary and any and all other benefits payable to me or on my behalf during the period of this employment for work performed under the Contract.
- I understand and agree that I am not an employee of Los Angeles County for any purposes, and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.
- I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer QTC Medical Group and the County of Los Angeles.

JRB (Initial and date)
5/15/07

CONFIDENTIALITY AGREEMENT

As an employee of QTC Medical Group, you may be involved with work pertaining to County services and if so, you may have access to confidential data pertaining to persons and/or other entities who receive services from the County of Los Angeles. The County of Los Angeles has a legal obligation to protect all confidential data, especially data concerning welfare recipient records. If you are to be involved in County work, the County must ensure that you, too, will protect the confidentiality of all data. Consequently, you must sign this confidentiality agreement as a condition of your work to be provided by for the County.

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT
(Continued)**

Please read the following Contract and take time to consider it prior to signing:

- I hereby agree that I will not divulge, to any unauthorized person, data obtained while performing work pursuant to the Contract between QTC Medical Group and the County of Los Angeles.
- I agree to forward all requests for the release of information received by me to my immediate supervisor.
- I agree to report any and all violations of the above by any other person and/or by myself to my immediate supervisor.
- I agree to return all confidential materials to my immediate supervisor upon termination of my employment with QTC Medical Group or completion of the presently assigned work task, whichever occurs first.
- I acknowledge that violation of this agreement and acknowledgment may subject me to civil and/or criminal action and that the County of Los Angeles will seek all possible legal redress.

BRP 5/15/07 (Initial and Date)

CONFLICT OF INTEREST POLICY

I ACKNOWLEDGE MY RESPONSIBILITY TO REPORT MY EMPLOYMENT TO MY ELIGIBILITY WORKER OR SOCIAL WORKER SHOULD I APPLY FOR, AM CURRENTLY, OR BECOME A RECIPIENT OF ANY PUBLIC ASSISTANCE OR SERVICES PROGRAM ADMINISTERED BY DPSS.

These are some of the programs that are administered by DPSS:

- California Work Opportunity and Responsibility for Kids (CalWORKs)
- Los Angeles County General Relief Program (GR)
- California Medi-Cal Program (Medi-Cal)
- Food Stamps Program (FS)
- Social Services to Adults, Children, and Families
- Supervision of Children Placed in Foster Care
- Cuban/Haitian Entrant Program (CHEP)
- Refugee Resettlement Program (RRP)
- Special Circumstances (SC)
- Repatriate Program (Repat)

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT
(Continued)**


CONFLICT OF INTEREST POLICY (Cont.)

DURING THE TIME THAT I HAVE ACCESS TO PUBLIC ASSISTANCE RECORDS WHILE ACTING ON BEHALF OF MY EMPLOYER, I AGREE TO REPORT TO MY IMMEDIATE SUPERVISOR THAT I HAVE (WITHIN THE LAST THIRTY [30] DAYS) APPLIED FOR OR AM RECEIVING PUBLIC ASSISTANCE. IF I HAVE ACCESS TO MY OWN, MY RELATIVES, OR CLOSE FRIENDS PUBLIC ASSISTANCE RECORDS, I WILL MAKE THIS KNOWN TO MY IMMEDIATE SUPERVISOR.

I understand that I am to report any of the following relationships and that the COUNTY will screen CONTRACTOR's employees to ensure that reporting responsibilities are being met, and that I shall have no access to my public assistance records or the records of any friend, relative, business relation, personal acquaintance, tenant, or any individual whose relationship could reasonably sway my conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of financial documents or fingerprint images and fingerprint documents.

IT IS YOUR RESPONSIBILITY TO BE AWARE OF POSSIBLE CONFLICTS OF INTEREST AND TO IMMEDIATELY NOTIFY YOUR IMMEDIATE SUPERVISOR IN WRITING OF THE FACTS, SO THAT A DETERMINATION CAN BE MADE OF WHETHER OR NOT SUCH A CONFLICT EXISTS. YOUR REPORT WILL BE HELD IN CONFIDENCE.

Name:


(Contractor Employee's Signature)

Date:

5/15/07

Name:

JAMES B. PEAK
(Please Print Contractor Employee's Name)

Working Title:

President, QTC MEDICAL group, inc

Original: Contractor

Copy: Contractor Employee

ATTACHMENT H

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

_____ YES (subject to verification by County) X NO

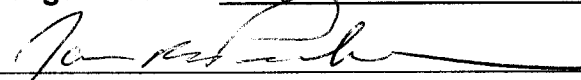
B. Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

X YES _____ NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____ YES _____ NO X N/A (Program not available)

Proposer Organization: QTC MEDICAL Group, INC

Signature: 

Print Name: James B Peake

Title: RESIDENT, QTC MEDICAL Group Date: 5/15/07

Tel.#: 909-859-2110 Fax #: 909 396-9471

GAIN/GROW ATTESTATION - 10-14-03

ATTACHMENT I

**COUNTY OF LOS ANGELES CONTRACT
EMPLOYEE JURY SERVICE PROGRAM**

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a Contractor or Sub-Contractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name: <u>GTC Medical Group, INC</u>			
Company Address: <u>1350 Valley Vista</u>			
City: <u>DIAMOND BAR</u>	State: <u>CA</u>	Zip Code: <u>91765</u>	
Telephone Number: <u>909 859-2110</u>			
Solicitation For _____ Services: _____			

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "Contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct

Print Name: <u>James B. Peltice</u>	Title: <u>President, GTC Medical Group, Inc</u>
Signature: <u>[Signature]</u>	Date: <u>5/15/07</u>

ATTACHMENT J

JURY SERVICE ORDINANCE

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 3. A purchase made through a state or federal contract; or
 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or
 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor.

2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,
2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

ATTACHMENT K

SAFELY SURRENDERED BABY LAW

SAFELY SURRENDERED BABY LAW

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:

www.babysafela.org

No shame.

No blame.

No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



**En el Condado de Los Angeles:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org**



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa también está apoyada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmelo qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarnos a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

ATTACHMENT L

INTERNAL REVENUE NOTICE 1015



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2005)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2005 are less than \$37,263 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2006.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at www.irs.gov.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2005 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2005 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2005 and owes no tax but is eligible for a credit of \$799, he or she must file a 2005 tax return to get the \$799 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2006 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice **1015** (Rev. 12-2005)
Cat. No. 205991



ATTACHMENT M

LIVING WAGE ORDINANCE

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

2.201.010 Findings.

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay less than a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles. (Ord. 99-0048 § 1 (part), 1999.)

2.201.020 Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

- A. "County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.
- C. "Employer" means:
 - 1. An individual or entity who has a contract with the County:
 - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or
 - b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and
 - c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
 - 2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the County.
- D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief administrative officer, but in no event less than 35 hours worked per week. (Ord. 99-0048 § 1 (part), 1999.)

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

2.201.030 Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999.)

*Editor's note: Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

2.201.040 Payment of living wage.

- A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be \$8.32 per hour with health benefits, or \$9.46 per hour without health benefits.
- B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$1.14 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.
- C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above for future contracts. (Ord. 99-0048 § 1 (part), 1999.)

2.201.050 Other provisions.

- A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The chief administrative officer in conjunction with the affirmative action compliance officer shall issue written instructions on the implementation and on-going administration of this Chapter. Such instructions may provide for the delegation of functions to other county departments.

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the chief administrative officer in conjunction with the affirmative action compliance officer. The affirmative action compliance officer in conjunction with the chief administrative officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.
- E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 99-0048 § 1 (part), 1999.)

2.201.060 Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 § 1 (part), 1999.)

2.201.070 Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

- A. A "retention employee" is an employee of a predecessor employer:
1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
 3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

- C. A subsequent employer is not required to hire a retention employee who:
 - 1. Has been convicted of a crime related to the job or his or her job performance; or
 - 2. Fails to meet any other county requirement for employees of a contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ord. 99-0048 § 1 (part), 1999.)

2.201.080 Enforcement and remedies.

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:
 - 1. Assess liquidated damages as provided in the contract; and/or
 - 2. Recommend to the board of supervisors the termination of the contract; and/or
 - 3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, not to exceed three years. (Ord. 99-0048 § 1 (part), 1999.)

2.201.090 Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.
- D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:
 - 1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 99-0055 § 1, 1999; Ord. 99-0048 § 1 (part), 1999.)

2.201.100 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 99-0048 § 1 (part), 1999.)

ATTACHMENT N

CONTRACTOR LIVING WAGE DECLARATION



COUNTY OF LOS ANGELES LIVING WAGE ORDINANCE

LIVING WAGE DECLARATION

The contract to be awarded pursuant to this Request for Proposal (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to the County awarding department.

If you are not exempt from the Program, please check the option that best describes your intention to comply with the Program.

- ☐ I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage rate of not less than **\$11.84 per hour** per employee.
- ☒ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.
- ☐ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$9.64 per hour** per employee.

Health Plan(s): _____

Company Insurance Group Number: _____

Health Benefit(s) Payment Schedule:

- ☐ Monthly ☐ Quarterly ☐ Bi-Annual
- ☐ Annually ☐ Other: _____
(Specify)

PLEASE PRINT COMPANY NAME: <u>GTC Medical Group, Inc</u>	
I declare under penalty of perjury under the laws of the State of California that the above is true and correct:	
SIGNATURE: <u>[Signature]</u>	DATE: <u>5/05/17</u>
PLEASE PRINT NAME: <u>JAMES B PEAKE</u>	TITLE OR POSITION: <u>President</u>

ATTACHMENT O

MODEL STAFFING PLAN

[illegible]

ATTACHMENT P

**CONTRACTOR’S OBLIGATIONS AS A
“BUSINESS ASSOCIATE” UNDER THE HEALTH
INSURANCE PORTABILITY & ACCOUNTABILITY
ACT OF 1996 (HIPPA)**

**AGREEMENT
CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE"
UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996
(HIPAA)**

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to, or creates Protected Health Information in order to provide those Services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("the Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 ("together, the "Privacy and Security Regulations").

The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Therefore, the parties agree as follows:

1.0 DEFINITIONS

- 1.1 "Disclose" and "Disclosure" means, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.
- 1.2 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.
- 1.3 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

1.4 “Individual” means the person who is the subject of Protected Health Information, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

2.0

1.5 “Protected Health Information” has the same meaning as the term “protected health information” in 45 C.F.R. § 164.503, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information, whether oral or recorded in any form or medium, that (i) relates to the past, present, or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. “Protected Health Information” includes Electronic Health Information.

1.6 “Required By Law” means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

1.7 “Security Incident” means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.

1.8 “Services” has the same meaning as in the body of this Agreement.

1.9 “Use” or “Uses” mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate’s internal operations.

1.10 Terms used, but not otherwise defined, in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.

2.0 OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

- (a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sub-sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Agreement;
- (b) shall Disclose Protected Health Information to Covered Entity upon request;
- (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
 - (i) Use Protected Health Information; and
 - (ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

2.2 Adequate Safeguards for Protected Health Information. Business Associate:

- (a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.
- (b) effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

2.3 Reporting Non-Permitted Use or Disclosure and Security Incidents. Business Associate shall report to Covered Entity each Non-Permitted Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors, but is not specifically permitted by this Agreement, and effective as of April 20, 2005, shall report to Covered Entity each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the Covered Entity's HIPAA Privacy Officer within forty-eight (48) hours from the time the Business Associate becomes aware of the Non-Permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:

Chief HIPAA Privacy Officer, County of Los Angeles
 Kenneth Hahn Hall of Administration
 500 West Temple St.
 Suite 410
 Los Angeles, CA 90012
 (213) 974-2164

- 2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph.
- 2.5 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.
- 2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.
- 2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.
- 2.8 Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform its Services if such Disclosures are for either payment or health care operations purposes, or both. Additionally, such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures that were made prior to the compliance date of the Privacy Rule, April 14, 2003) and shall be provided for as long as Business Associate maintains the Protected Health Information.

Any accounting provided by Business Associate under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Sub-section 2.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Sub-section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

3.0 OBLIGATION OF COVERED ENTITY

- 3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

4.0 TERM AND TERMINATION

- 4.1 Term. The term of this Paragraph shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

- 4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

- (a) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or
- (b) Immediately terminate this Agreement if Business Associate has breached a material term of this Paragraph and cure is not possible; or
- (c) If neither termination or cure are feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration

- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or

created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

- (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make it infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

5.0 MISCELLANEOUS

- 5.1 No Third Party Beneficiaries. Nothing in this Paragraph shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Agreement.
- 5.3 Relationship to Agreement Provisions. In the event that a provision of this Paragraph is contrary to any other provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance, with the terms of the Agreement.
- 5.4 Regulatory References. A reference in this Paragraph to a section in the Privacy or Security Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

Effective: 4/30/05

ATTACHMENT Q

CHARITABLE CONTRIBUTIONS CERTIFICATION

CHARITABLE CONTRIBUTIONS CERTIFICATION

QTC MEDICAL Group, INC
Company Name

1350 Valley Vista, Diamond Bar, CA
Address

95-3945919
Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

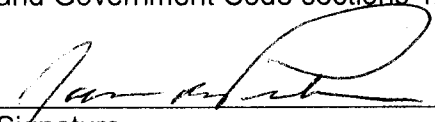
The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

☒ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.


Signature

5/15/07
Date

JAMES B. PEAKE PRESIDENT, QTC Medical Group, Inc
Name and Title of Signer (please print)

ATTACHMENT R

COUNTY'S ADMINISTRATION

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Judith Lillard,
Title: Program Director
Address: 12820 Crossroads Parkway South
City of Industry, CA 91746
Telephone: (562) 908-5861
Facsimile: (562) 695-0423
E-Mail Address: JudithLillard@dpss.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Donna Keating
Title: Human Services Administrator I
Address: 12820 Crossroads Parkway South
City of Industry, CA 91746
Telephone: (562) 908-6771
Facsimile: (562) 695-0423
E-Mail Address: DonnaKeating@dpss.lacounty.gov

COUNTY CONTRACT PROJECT MONITOR:

Name: Donna Keating
Title: Human Services Administrator I
Address: 12820 Crossroads Parkway South
City of Industry, CA 91746
Telephone: (562) 908-6771
Facsimile: (562) 695-0423
E-Mail Address: DonnaKeating@dpss.lacounty.gov

ATTACHMENT S

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: QTC Medical Group, INC

CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER:

Name: DAVID LOUIE
Title: CONTRACT MANAGER
Address: 1350 Valley Vista Drive
DIAMOND BAR, CA 91765
Telephone: 909-859-2110
Facsimile: 909-396-9471
E-Mail Address: DLOUIE@QTCM.COM

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: AREVATT AROIAN
Title: Asst Contract Manager
Address: 1218 West OLIVE AVENUE
BURBANK, CA 91506
Telephone: 818-395-4318
Facsimile: 818-842-6429
E-Mail Address: AAROIAN@QTCM.COM

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: DAVID LOUIE
Title: CONTRACT MANAGER
Address: 1350 VALLEY VISTA Drive
DIAMOND BAR, CA 91765
Telephone: 909-859-2110
Facsimile: 909-396-9471
E-Mail Address: DLOUIE@QTCM.COM

ATTACHMENT T

LOS ANGELES COUNTY CODE

Title 2 ADMINISTRATION

Chapter 2.102 DEPARTMENT OF PUBLIC SOCIAL SERVICES[33]

- 2.102.010 Administration--Authority of director.
- 2.102.020 General relief--Described--Statutory provisions applicable.
- 2.102.030 Rules and regulations for chapter implementation.
- 2.102.040 General relief--Records required.
- 2.102.050 General relief--Written declaration by applicant.
- 2.102.060 General relief--Eligibility--Real property limitations.
- 2.102.070 General relief--Eligibility--Lien on property required when.
- 2.102.075 General relief--Eligibility--Lien on certain moneys or property.
- 2.102.080 General relief--Eligibility--Personal property limitations.
- 2.102.090 General relief--Eligibility--Transfer of property to qualify.
- 2.102.100 General relief--Eligibility--Income limitations.
- 2.102.110 General Relief--Eligibility--Persons employed full-time.
- 2.102.120 General relief--Employment requirements for employable applicants and recipients.
- 2.102.130 General relief--Responsible relatives of applicants or recipients.
- 2.102.140 General relief--Persons failing to provide support--Complaint and prosecution.
- 2.102.150 General relief--Legal residence--Determination by department.
- 2.102.160 General relief--Legal residence--Aliens.
- 2.102.170 General relief--Eligibility--Persons eligible for federal or state aid.
- 2.102.180 General relief--Basic budget table.
- 2.102.190 Additional support--Special needs.
- 2.102.200 Emergency aid.
- 2.102.210 General relief--Nonresidents and nonresident indigents.
- 2.102.220 General relief--Dependent and neglected children.

2.102.230 General relief--Furnished as payments to vendors when.

2.102.240 General relief--Collection by county.

2.102.250 General relief--Recovery of overpayments.

2.102.260 General relief--Sanctions for fraudulent acts.

2.102.270 General relief--Eligibility--Time limits for employables.

2.102.280 General relief--Eligibility--Substance abuse.[34]

2.102.010 Administration--Authority of director.

The department of public social services, hereafter in this chapter referred to as "department," under the direction of the board of supervisors, shall administer those activities and functions authorized by law or ordinance to persons who, because of their economic circumstances or social conditions, are in need thereof and may benefit thereby, and shall perform such other duties as may be prescribed by the board of supervisors or by law. The department shall be under the direction and management of the director of public social services, hereafter in this chapter referred to as "director." (Ord. 11983 § 1 (part), 1979: Ord. 4099 Art. 9-B § 160, 1942.)

2.102.020 General relief--Described--Statutory provisions applicable.

Cash aid and material support furnished by the department in accordance with the provisions of Division 9, Part 5, commencing with Section 17000, of the Welfare and Institutions Code of the state of California, and this chapter, shall be known as "general relief." General relief shall be provided only to persons who are found eligible by the department in accordance with such provisions. (Ord. 11983 § 1 (part), 1979: Ord. 4099 Art. 9-B § 160.1, 1942.)

2.102.030 Rules and regulations for chapter implementation.

The director shall adopt regulations and directives necessary to implement the provisions of this chapter. The director shall review such regulations and directives as often as deemed necessary, and shall adopt any regulations or directives necessary to revise the general relief program in conformity with the provisions of this chapter in order to meet the needs of recipients and to conserve county funds. (Ord. 11983 § 1 (part), 1979: Ord. 4099 Art. 9-B § 160.3, 1942.)

2.102.040 General relief--Records required.

A. The department shall establish and maintain a case record for each person who applies for general relief, and, except as otherwise provided in subsection B below, shall retain such record for three years beyond the closing date of such case and for longer periods when such retention is necessary for collection efforts or for pending civil or criminal actions.

B. The department may destroy the case narrative portions of a case record which are over three years old in any case record, active or inactive. The department may also destroy those documents contained in a case record which are over three years old and which are no longer necessary to establish the recipient's continued eligibility for general relief. Notwithstanding any other provision of this subsection, no portion of a case record which is necessary for collection efforts or for pending civil or criminal actions shall be destroyed until the resolution of such matters. (Ord. 12327 § 1 (part), 1981: Ord. 11983 § 1 (part), 1979: Ord. 4099 Art. 9-B § 160.2, 1942.)

2.102.050 General relief--Written declaration by applicant.

A. At the time of application for general relief and at other times as deemed necessary by the department, but not less than once annually, each applicant or recipient shall sign a written declaration under penalty of perjury stating such person's social security account number or numbers; the nature, source and amount of all income, whether cash, in-kind benefits or other resources, which such person receives or is to receive; the nature, location and value of all real and personal property in which such person has any interest; the names, addresses and incomes of all responsible relatives of such person as defined in Section 2.102.130 of this chapter; and such other information as the department may require to determine eligibility or continued eligibility.

B. To establish or verify the identity of an applicant or recipient, the department may require that an applicant or recipient be fingerprinted and photographed as a condition of receiving aid.

C. Any person who fails or refuses to sign any declaration or to submit to being fingerprinted and photographed, as required under this chapter, and who is otherwise eligible for general relief shall not receive or be eligible for general relief until such person signs such declaration and submits to being fingerprinted and photographed.

D. Whenever it is determined that any declaration required under this chapter contains false statements, the department shall report all of the circumstances to the proper legal officer. (Ord. 86-0042 § 1, 1986; Ord. 11983 § 1 (part), 1979; Ord. 4099 Art. 9-B § 160.4, 1942.)

2.102.060 General relief--Eligibility--Real property limitations.

A. Except as provided in this section, no person shall be eligible for general relief who owns any interest in real property unless such real property is used as such person's residence and has a county-assessed valuation of \$34,000.00 or less. Such real property shall consist of either a single-family residence or multiple residential units located in one building; provided, that if such real property consists of multiple residential units, the unit or units not occupied by such person must produce rental income for such person in an amount consistent with fair rental value.

B. This section shall not apply for a period of one year following the date of application for general relief by any person who owns any interest in real property not used as such person's residence, provided that such real property has a county-assessed valuation of \$34,000.00 or less, and provided further that such person makes a continuous and bona fide effort to sell such real property at a price consistent with its current market value. (Ord. 12327 § 1 (part), 1981; Ord. 11983 § 1 (part), 1979; Ord. 4099 Art. 9-B § 160.5, 1942.)

2.102.070 General relief--Eligibility--Lien on property required when.

A. No person shall be eligible for general relief who owns any interest in real property unless such person, by proper written instrument, creates a lien upon such person's interest in such real property as security for repayment of all general relief furnished by the county. This subsection shall not apply to persons who are recipients of assistance under federal or state adult or family aid programs, including, but not limited to, Supplemental Security Income/State Supplementary Program and Aid to Families with Dependent Children. This subsection shall also not apply to persons who receive general relief for a period of 30 days or less.

B. All liens procured under this section shall cover general relief provided within four years prior to the date of the lien and all general relief provided thereafter. In addition to any exemption from the lien required by law, the lien shall provide that if the recipient has no insurance or other means of paying burial expenses, then such lien shall not attach to the proceeds of any sale of the real property covered by the lien as are necessary to pay burial expenses of the recipient up to a maximum of \$500.00 for each recipient.

C. The department shall furnish the county engineer with the description of all real property located in this county in which an applicant or recipient claims any interest, and the county engineer shall make a search of the title of such real property and report its findings to the department. All liens proper for acceptance by the county shall be forwarded by the department to be recorded with the county recorder. Such documents and any other documents evidencing or affecting the title to any such real property shall remain in the permanent files of the department until such lien has been satisfied or extinguished. (Ord. 12327 § 1 (part), 1981; Ord.

11983 § 1 (part), 1979: Ord. 4099 Art. 9-B § 160.6, 1942.)

2.102.075 General relief--Eligibility--Lien on certain moneys or property.

A. The department may, by proper written instrument and in accordance with standards adopted by the department, require any general relief recipient who owns or may acquire any interest in any sum of money or other personal property obtained by any claim or action whatsoever, including, but not limited to, workers' compensation, insurance and litigation awards, to execute a lien on such property as security for repayment for all general relief furnished by the county. All liens procured under this section shall cover general relief provided within four years prior to the date of the lien and all general relief provided thereafter.

B. This section shall not apply to persons who are recipients of assistance under federal or state adult or family programs, including, but not limited to, Supplemental Security Income/ State Supplementary Program and Aid to Families with Dependent Children. This section shall also not apply to persons who receive general relief for a period of 30 days or less. (Ord. 12327 § 2, 1981: Ord. 4099 Art. 9-B § 160.7.1, 1942.)

2.102.080 General relief--Eligibility--Personal property limitations.

A. Except as otherwise provided in this section, no person shall be eligible for general relief who possesses or owns any interest in personal property, regardless of the type or description, the total value of which exceeds \$500.00. Except as otherwise provided, the term "value," as used in this section, means the current market value without regard to the amount of any encumbrances.

B. No applicant shall be eligible for general relief if, at the time of application, such applicant possesses or owns cash, negotiable instruments or bank accounts the total value of which exceeds \$50.00, and no applicant who resides with one or more members of such applicant's family where any such other member is an applicant, shall be eligible for general relief if, at the time of application, such applicant and one or more such other members who are applicants possess or own cash, negotiable instruments or bank accounts, the total value of which exceeds \$100.00.

C. No recipient shall remain eligible for general relief if such recipient owns cash, negotiable instruments or bank accounts the total value of which exceeds the sum of such recipient's monthly general relief basic budget plus \$1,500.00, and no recipient who resides with one or more members of such recipient's family, where any such other member is a recipient, shall remain eligible for general relief if such recipient and one or more such other members who are recipients possess or own cash, negotiable instruments or bank accounts, the total value of which exceeds the sum of the monthly general relief basic budgets of such recipient and such members plus \$1,500.00.

D. If an applicant or recipient has no means to pay for burial expenses other than a life insurance policy or policies, then the total cash surrender value of such insurance policy or policies, up to a maximum of \$500.00, shall be exempt from consideration in determining eligibility or continued eligibility for general relief.

E. No person shall be eligible for general relief if such person or, where applicable, any member of such person's family residing with such person where such member is an applicant or recipient, owns any interest in a motor vehicle, provided that this requirement shall not apply if such person and, where applicable, such member own an interest in only one motor vehicle and such motor vehicle has a retail value of \$4,500.00 or less, and provided further that such value of such one motor vehicle shall be exempt from consideration in determining eligibility or continued eligibility for general relief.

F. Tools of the trade of an applicant or recipient necessary to obtain or retain employment shall be exempt from consideration in determining eligibility or continued eligibility for general relief, provided that such tools are determined by the department to be those customarily required for the specific trade of such person.

G. No person shall be eligible for general relief who owns any interest in a mobile home, provided that this requirement shall not apply with respect to an interest in such property used as such person's residence if the value of such property does not exceed \$15,000.00, and provided further that such value of such property used as such person's residence shall be exempt from consideration in determining eligibility or continued eligibility for general relief.

H. No person shall be eligible for general relief who owns any interest in a motor home or house

trailer, provided that this requirement shall not apply with respect to an interest in such property used as such person's residence if the value of such property does not exceed \$11,500.00, and provided further that such value of such property used as such person's residence shall be exempt from consideration in determining eligibility or continued eligibility for general relief.

I. Any currently employed person who is on leave of absence due to disability or illness and who has funds in a retirement system may retain such funds in such retirement system, and such funds shall be exempt from consideration in determining eligibility or continued eligibility for general relief, provided that such person retains all such funds in such retirement system and that it is medically determined that such person will be capable of returning to work within six months after the date of application for general relief.

J. Household equipment, furnishings and personal effects of an applicant or recipient shall be exempt from consideration in determining eligibility or continued eligibility for general relief, provided that such items of property are determined by the department to be necessary to provide the minimal essential needs of such person, and are within reasonable values established by the department.

K. The value of an interment space, crypt or niche to be used for the interment of an applicant or recipient, up to a maximum of \$500.00, shall be exempt from consideration in determining eligibility or continued eligibility for general relief.

L. Relocation benefits for displacement from a dwelling actually owned or rented by an applicant or recipient received from a public entity pursuant to Section 17409 of the Welfare and Institutions Code of the state shall be exempt from consideration in determining eligibility or continued eligibility for general relief.

M. Earned income tax credits received by an applicant or recipient shall be exempt from consideration in determining eligibility or continued eligibility for general relief. (Ord. 2000-0041 § 1, 2000: Ord. 94-0022 § 1, 1994: Ord. 82-0243 § 1, 1982: Ord. 12327 § 1 (part), 1981: Ord. 11983 § 1 (part), 1979: Ord. 4099 Art. 9-B § 160.7, 1942.)

2.102.090 General relief--Eligibility--Transfer of property to qualify.

A. No person who has made a voluntary transfer of real or personal property for the purpose of either qualifying for general relief or avoiding repayment of all general relief furnished as provided in this chapter, shall be eligible for general relief for the number of months following the date of such transfer, determined by adding the value of:

1. All property in excess of the property limitations set forth in Sections 2.102.060 and 2.102.080 of this chapter; and

2. Any other property in which such person owned any interest at the time of such transfer, and dividing that sum by the monthly general relief basic budget for such person.

No person shall be considered to have made a transfer of property rendering such person ineligible for general relief if the department determines that the total value of the transferred property and any other property owned at the time of transfer did not exceed the property limitations set forth under Sections 2.102.060 and 2.102.080 of this chapter.

B. As used in this section, the term "value" means the current market value without regard to the amount of any encumbrances. (Ord. 11983 § 1 (part), 1979: Ord. 4099 Art. 9-B § 160.8, 1942.)

2.102.100 General relief--Eligibility--Income limitations.

A. Except as otherwise provided in this section, any income of a general relief applicant or recipient, whether cash, in-kind benefits or any other resources, shall be deducted from the monthly general relief basic budget for such person, and if such income equals or exceeds such basic budget, then such person shall be ineligible for general relief. No person shall be eligible for general relief who fails or refuses to apply for and take advantage of all potential income, including, but not limited to, social security benefits, veterans' benefits, pensions, workers' compensation, and unemployment insurance benefits.

B. If an applicant or recipient receives any lump-sum income, including, but not limited to, litigation awards, insurance settlements, and social security benefits, such person shall be ineligible for general relief for the number of months determined by dividing such lump-sum income by monthly general relief basic budget for such person.

C. If an applicant receives earnings from part-time employment, the following deductions, whenever appropriate, shall be made from such earnings in computing such person's income:

federal and state income taxes, social security, mandatory retirement contributions, mandatory union dues, transportation costs if required by employment, cost of maintenance of trade tools if required by employment, and other necessary deductions approved by the department. As used in this subsection, the term "part-time employment" means employment for less than 100 hours per month.

D. In-kind transportation provided to an applicant or recipient for attending family emergencies involving critical illness or death shall be exempt from consideration as income.

E. The portion of an educational grant, scholarship or other education stipend provided to an applicant or recipient which is used solely for tuition, books or educational fees shall be exempt from consideration as income, provided that the educational program is funded by the State Department of Rehabilitation, the Federal Comprehensive Employment and Training Act, or other programs approved by the director.

F. The portion of any loan which is used solely to meet the food, housing, or personal-care needs of an applicant and which is received by such applicant during the 30-day period immediately preceding the date of application for general relief, or during the period when the application is pending, shall be exempt from consideration as income to such applicant, provided that such portion of such loan shall be exempt only up to the general relief basic budget amount for the particular need item for which it is used.

G. Mortgage loans and rent subsidies, up to a reasonable amount to be determined by the director, which are received by an applicant or recipient from any governmental or nonprofit agency shall be exempt from consideration as income.

H. The director may exempt from consideration as income any funds or in-kind benefits provided to, or on behalf of, an applicant or recipient or any member of such person's family residing with such person, from any utility assistance program approved by the director.

I. The director shall exempt from consideration as income the monthly gross earned income of a recipient as follows:

1. 100 percent of the first \$200.00;
2. 80 percent of the amount between \$201.00 and \$300.00;
3. 60 percent of the amount between \$301.00 and \$400.00;
4. 40 percent of the amount between \$401.00 and \$500.00;
5. 20 percent of the amount between \$501.00 and \$600.00.

The term "earned income" means wages, earnings or income, received by the recipient as payment for the recipient's labor.

J. The director may exempt from consideration as income any funds or in-kind benefits provided to a recipient or any member of such person's family residing with such person, for participation in an educational or employment-related program which has been approved by the board of supervisors.

K. Earned income tax credits received by an applicant or recipient shall be exempt from consideration as income. (Ord. 2000-0041 § 2, 2000: Ord. 94-0067 § 1, 1994: Ord. 94-0022 § 2, 1994: Ord. 86-0123 § 1, 1986: Ord. 83-0033 § 1, 1983: Ord. 83-0033U § 1, 1983: Ord. 82-0203 § 1 (part), 1982: Ord. 12327 § 1 (part), 1981: Ord. 11983 § 1 (part), 1979: Ord. 4099 Art. 9-B § 160.9, 1942.)

2.102.110 General Relief--Eligibility--Persons employed full-time.

Any applicant who is engaged in full-time employment, as well as any member of such person's family residing with such person, shall be ineligible for general relief. As used in this section, the term "full-time employment" means employment for 100 hours or more per month. (Ord. 94-0022 § 3, 1994: Ord. 82-0243 § 2, 1982: Ord. 11983 § 1 (part), 1979: Ord. 4099 Art. 9-B § 160.10, 1942.)

2.102.120 General relief--Employment requirements for employable applicants and recipients.

A. The department shall establish employment, job training, work project or welfare-to-work requirements for employable general relief applicants and recipients. The eligibility of any general relief applicant or recipient who fails or refuses to comply with any of such requirements will be discontinued, and such applicant or recipient, as well as any member of the family of such applicant or recipient residing with such applicant or recipient, shall not receive or be eligible for

general relief for a period of zero, 30 or 60 days from the last date for which a general relief payment has been made, depending upon such applicant's or recipient's previous record of such noncompliance within the 365-day period preceding the effective date of the penalty to be imposed, except where such applicant or recipient has good cause for such failure or refusal. Failure or refusal shall be considered to have been for "good cause" when one or more of the following factors are present:

1. The employment, job training, work project or welfare-to-work requirement was not within the physical or mental capacity of the applicant or recipient;
 2. The applicant or recipient was ill and unable to comply with the employment, job training, work project or welfare-to-work requirement, or a member of such person's family residing with such person needed such person's care and such person was unable to make other arrangements;
 3. The acceptance of the job training, work project or welfare-to-work activity would have conflicted with an imminent likelihood of reemployment at the regular work or other employment of the applicant or recipient;
 4. The work project or welfare-to-work activity was located at such distance from the residence of the applicant or recipient that transportation was either not available or so inconvenient as to cause undue hardship;
 5. The applicant or recipient refused to accept referral to or offer of employment which was not in conformance with applicable federal or state minimum wage standards.
- B. The department may require any applicant or recipient who has failed or refused, without good cause, to attend job training, work project or welfare-to-work activities to make up any hours missed in accordance with standards adopted by the department.
- C. Any person who is participating in a strike, as well as any member of such person's family residing with such person, shall be ineligible for general relief.
- D. The following applicants and recipients shall be exempt from the employment, job training, work project and welfare-to-work requirements established by the department under this section:
1. In any family in which two or more members reside together and are applicants or recipients and in which one or more such members is a child under the age of one year, one parent who is an applicant or recipient shall be exempt from such requirements, provided that such parent is furnishing full-time care for such child or children, and provided further that free child care is not available for such child or children.
 2. Applicants and recipients under the age of 18 years shall be exempt from such requirements.
 3. Any employable applicant or recipient who is 18 years of age shall be exempt from such requirements, provided that such person is attending high school full-time and can reasonably be expected to graduate prior to such person's 19th birthday. (Ord. 99-0006 § 1, 1999: Ord. 91-0120 § 1, 1991: Ord. 82-0243 § 3, 1982: Ord. 82-0203 § 1 (part), 1982: Ord. 11983 § 1 (part), 1979: Ord. 4099 Art. 9-B § 160.11, 1942.)

2.102.130 General relief--Responsible relatives of applicants or recipients.

- A. For each general relief applicant or recipient, the department shall make diligent investigation to ascertain if there are any responsible relatives, as defined in Section 17300 of the Welfare and Institutions Code of the state of California, who are liable for the support of the applicant or recipient.
- B. The department shall give written notice to all responsible relatives of each applicant or recipient informing them of their liability for the support of the applicant or recipient, and shall endeavor to obtain support for the applicant or recipient. (Ord. 11983 § 1 (part), 1979: Ord. 4099 Art. 9-B § 160.12, 1942.)

2.102.140 General relief--Persons failing to provide support--Complaint and prosecution.

The department shall report to the proper legal officer for prosecution of all cases where any person violates any provision of the Penal Code of the state of California relating to the failure of one person to provide for another. In such cases, a formal written complaint shall be signed by the applicant or recipient and filed promptly with the proper legal officer. General relief shall not be furnished for more than 30 days to any applicant or recipient who fails or refuses to sign such formal written complaint when requested to do so by the department. (Ord. 11983 § 1 (part),

1979: Ord. 4099 Art. 9-B § 160.13, 1942.)

2.102.150 General relief--Legal residence--Determination by department.

At the time of application for general relief, and at other times as deemed necessary by the department, but not less than once annually, the department shall determine, wherever possible, the legal residence of each applicant and recipient. Each applicant and recipient shall have the burden to demonstrate that such person is a legal resident of the county of Los Angeles when requested to do so by the department. If it is determined by the department that such person is not a legal resident of the county of Los Angeles, then such person may be eligible for general relief only as provided in Sections 2.102.210 and 2.102.220 of this chapter. (Ord. 11983 § 1 (part), 1979: Ord. 4099 Art. 9-B § 160.14, 1942.)

2.102.160 General relief--Legal residence--Aliens.

When application for general relief is made by or for any alien and it appears to the department either that such alien is or has been a public charge within five years after entry into the United States or that such alien may be subject to deportation from the United States for any reason, the director shall disclose such facts in connection therewith as is authorized or required by law. (Ord. 11983 § 1 (part), 1979: Ord. 4099 Art. 9-B § 160.15, 1942.)

2.102.170 General relief--Eligibility--Persons eligible for federal or state aid.

A. No person shall be eligible for general relief who is eligible for or a recipient of assistance under federal or state adult or family aid programs, including, but not limited to, Supplemental Security Income/State Supplementary Program, and Aid to Families with Dependent Children; provided, that general relief applicants, who have been determined eligible for any such federal or state aid program but who have not yet received assistance from such program and who are otherwise eligible for general relief, may be eligible for emergency aid, as provided in standards adopted by the board of supervisors, for the period until their receipt of assistance from such federal or state aid program.

B. Any person who is eligible for any such federal or state aid program and who is denied assistance or terminated from such program because of the failure or refusal of such person to comply with any of the requirements of such program shall be ineligible for general relief.

C. Any person who appears to the department to be potentially qualified to receive assistance from any such federal or state aid program and who refuses to complete the application process for such program, including, but not limited to, any administrative appeals as determined necessary and appropriate by the department to establish the eligibility of such person for such program, shall be ineligible for general relief. The department shall provide assistance, as it determines necessary and appropriate, to any person who appears to the department to be potentially qualified to receive assistance from any such federal or state aid program for the purpose of establishing the eligibility of such person for such program.

D. Any person who has applied for any such federal or state aid program and whose determination of eligibility under such program is pending and who is otherwise eligible for general relief must also have applied for any temporary or emergency assistance available under any such federal or state aid program and have been denied such assistance before such person is eligible for general relief.

E. No person who is determined to be ineligible for further assistance from any such federal or state aid program shall be eligible for general relief until the day following the last day of the period for which assistance was issued to such person under such federal or state aid program.

F. Any family member who is eligible for any such federal or state aid program and who is denied assistance or terminated from such program because of the failure or refusal of any other member of such person's family to comply with any of the employment requirements of such program shall be ineligible for general relief.

G. Except as provided in this subsection, no general relief shall be furnished to supplement the needs of persons receiving assistance from any such federal or state aid program. Persons who are eligible for or recipients of Aid to Families with Dependent Children, Refugee Cash Assistance or Entrant Cash Assistance, may be eligible for general relief only as provided in

standards adopted by the board of supervisors. (Ord. 84-0219 § 1, 1984; Ord. 84-0182 § 1, 1984; Ord. 82-0203 § 1 (part), 1982; Ord. 11983 § 1 (part), 1979; Ord. 4099 Art. 9-B § 160.16, 1942.)

2.102.180 General relief--Basic budget table.

The department shall furnish cash aid or material support, or both, to each eligible indigent in accordance with the general relief basic budget table adopted by the board of supervisors. The basic budget table shall provide for the minimal essential needs of indigents. (Ord. 11983 § 1 (part), 1979; Ord. 4099 Art. 9-B § 160.17, 1942.)

2.102.190 Additional support--Special needs.

In addition to the general relief basic budget, the department shall provide cash aid or material support, or both, for special needs of general relief recipients in accordance with standards adopted by the board of supervisors. The director shall request the county purchasing agent to procure such articles as are necessary to provide for the special needs of general relief recipients. (Ord. 11983 § 1 (part), 1979; Ord. 4099 Art. 9-B § 160.18, 1942.)

2.102.200 Emergency aid.

The department shall provide emergency aid for general relief applicants and recipients in accordance with standards adopted by the board of supervisors. (Ord. 11983 § 1 (part), 1979; Ord. 4099 Art. 9-B § 160.19, 1942.)

2.102.210 General relief--Nonresidents and nonresident indigents.

- A. If the department determines that an applicant or recipient is an indigent who is not a legal resident of the county of Los Angeles, it shall determine, wherever possible, the place of such person's legal residence.
- B. The department may incur all necessary expenses for returning a nonresident indigent to another county, state or country, if the department determines that such county, state or country is such person's legal residence. Transportation on public carriers, other than local bus lines, shall be provided exclusively through the county auditor-controller.
- C. If the department determines that an applicant or recipient is a nonresident indigent, it may furnish general relief emergency aid to such nonresident for a period not exceeding 90 days, provided that the nonresident or a member of such person's family is unable to travel to the county, state or country of legal residence or that there is an immediate prospect that the nonresident will be supported from other sources. If the department determines that no legal residence can be established for an indigent applicant or recipient, general relief emergency aid may be provided to such person during the period of an emergency. (Ord. 11983 § 1 (part), 1979; Ord. 4099 Art. 9-B § 160.20, 1942.)

2.102.220 General relief--Dependent and neglected children.

The department may provide general relief payments for the board and care of dependent and neglected children described under Sections 300 and 16501 of the Welfare and Institutions Code of the state of California at rates adopted by the board of supervisors during the period when such board and care are necessary for the protection of such children and such children are not eligible for any other welfare program. Such children shall be considered emergency cases and may include children who are not legal residents of the county of Los Angeles. (Ord. 11983 § 1 (part), 1979; Ord. 4099 Art. 9-B § 160.21, 1942.)

2.102.230 General relief--Furnished as payments to vendors when.

The department may provide general relief in the form of vendor payments for the benefit of an applicant or recipient under any of the following circumstances:

A. Where eviction is frequently threatened or enforced, the department may arrange vendor payments directly to the landlord for the cost of housing and shall pay a recipient the balance, if any, of the monthly general relief basic budget or shall pay an applicant the balance, if any, of emergency aid.

B. Where an applicant is a single, homeless person, pending determination of eligibility and receipt of the general relief basic budget, emergency aid may be provided in the form of vendor payments.

C. Where the department determines that an applicant or recipient is in any way incapable of utilizing general relief to provide for the necessities of such applicant or recipient, vendor payments may be made to furnish housing, food and care for such applicant or recipient.

D. Where the county department of health services places an applicant or recipient in a licensed board and care facility, the cost of board and care for such person may be provided in the form of vendor payments to such facility for a period not to exceed one week unless another subsection of this section applies for the period thereafter.

E. Where an applicant or recipient elects to have general relief furnished in the form of vendor payments, vendor payments may be made, provided that a recipient must reaffirm such election at each redetermination of eligibility by the department. (Ord. 11983 § 1 (part), 1979: Ord. 4099 Art. 9-B § 160.22, 1942.)

2.102.240 General relief--Collection by county.

The department shall cause collection of general relief provided by the county from the persons or property liable therefor, and all cases where collection cannot be made by the department shall be referred to the county department of collections. In appropriate cases where legal liability exists and collection cannot be made by the department of collections, such department shall refer such cases to the county counsel for proper action. (Ord. 11983 § 1 (part), 1979: Ord. 4099 Art. 9-B § 160.23, 1942.)

2.102.250 General relief--Recovery of overpayments.

A. Whenever the department determines that any general relief recipient has received general relief in an amount greater than the amount to which such person was entitled and that such overpayment was not caused by the failure of such person to comply with reporting responsibilities, the department may recover such overpayment from such person's future general relief basic budget payments by reducing the amount of such payments by up to 10 percent of the monthly general relief basic budget for such person or by \$10.00 per month, whichever is greater, until such overpayment has been fully recovered.

B. Whenever the department determines that any general relief recipient has received general relief in an amount greater than the amount to which such person was entitled and that such overpayment was caused by such person having knowingly provided false information or otherwise failing to comply with such person's reporting responsibilities, and that such person is not able to repay the county for the full amount of such overpayment, such person shall be ineligible for further general relief for the number of months determined by dividing the total amount of such overpayment by the monthly general relief basic budget for such person, or for 24 months following the date of the department's discovery of such overpayment, whichever occurs first. The department shall report all the circumstances of such a case to the proper legal officer.

C. Nothing in this section shall in any way diminish or defeat the county's right to collect the full amount of any overpayment of general relief after a person is no longer eligible for general relief. (Ord. 82-0203 § 1 (part), 1982: Ord. 12327 § 1 (part), 1981: Ord. 11983 § 1 (part), 1979: Ord. 4099 Art. 9-B § 160.24, 1942.)

2.102.260 General relief--Sanctions for fraudulent acts.

A. The department shall implement sanctions for fraudulent or misleading acts relating to eligibility for aid and for multiple filings for aid under this chapter.

B. Whenever any court finds, including any determination made on the basis of a plea of guilty or nolo contendere, that an applicant or recipient has made a false statement or representation or committed any act intended to mislead, misrepresent, conceal, or withhold facts for the purpose of establishing or maintaining eligibility for aid or increasing, or preventing a reduction in, the amount of aid, the applicant or recipient shall not receive or be eligible for general relief for the following periods:

1. For a period of six months upon the first occasion;
2. For a period of 12 months upon the second occasion;
3. Permanently, upon the third occasion.

C. Whenever it is determined that an applicant or recipient has knowingly made multiple application for general relief in this county; made application for general relief in this county while receiving assistance from a state or another county; or, made multiple applications for general relief in this county and for assistance in a state or another county, with the intent to receive assistance simultaneously on more than one case, the applicant or recipient shall not receive or be eligible for general relief for the following periods:

1. For a period of six months upon the first occasion;
2. For a period of 12 months upon the second occasion;
3. Permanently, upon the third occasion.

D. Sanctions imposed under this section shall be in addition to, and not in substitution for, any other sanction or period of ineligibility which may be provided for under this chapter.

E. Nothing in this section shall in any way diminish or defeat the county's right to collect the full amount of any overpayment of general relief after a person is no longer eligible for general relief. (Ord. 95-0013 § 1, 1995: Ord. 94-0018 § 1, 1994.)

2.102.270 General relief--Eligibility--Time limits for employables.

A. No employable general relief applicant or recipient who has been offered an opportunity to attend job skills or job training sessions shall be eligible for general relief for more than four months in any 12-month period, whether or not the months are consecutive.

B. The department shall provide the job skills or job training sessions described in subsection A and shall offer each employable applicant and recipient the opportunity to attend such job skills or job training sessions.

C. Notwithstanding subsections A and B, if the board implements the requirements of Section 17000.6(f) of the Welfare and Institutions Code, no employable applicant or recipient shall be eligible for general relief for more than six months in any 12-month period, whether or not the months are consecutive. However, such employable applicant or recipient who continues to comply with the department's welfare-to-work requirements shall be eligible for an additional three months in such 12-month period. (Ord. 99-0006 § 2, 1999: Ord. 97-0025 § 1, 1997.)

2.102.280 General relief--Eligibility--Substance abuse.[34]

A. The department shall require each adult applicant and recipient of general relief to undergo screening for substance abuse when it is determined that there is reasonable suspicion to believe that such person is dependent upon illegal drugs or alcohol. The department shall develop the criteria upon which it will base a finding of reasonable suspicion of dependence and shall maintain documentation of this finding.

B. Any person screened pursuant to subsection A and professionally evaluated to be in need of treatment shall not be eligible for general relief unless such person participates in a substance abuse or alcohol treatment program. The department shall provide such programs at no charge to the applicant or recipient. (Ord. 97-0025 § 2, 1997.)

[<< previous](#) | [next >>](#)